

This tariff and related Price List contains regulations and rates for telecommunications services for intrastate communications furnished by MCI WorldCom Communications, Inc., hereinafter referred to as "MCI WorldCom" and/or the "Company" with its principal office at 515 East Amite Street, Jackson, Mississippi, 39201. This tariff applies for services furnished within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and the copies may be inspected, during normal business hours, at the Company's principal place of business, or the company's local office which is located at 2222 W. Northern Ave., Suite A-101, Phoenix, AZ 85021.

NOTE: This tariff, when effective, will cancel and supersede all other tariffs listed below that were issued and effective prior to the effective date shown on the individual sheets of this tariff. Those tariffs are:

1. WorldCom Technologies, Inc.
2. MFS Intelenet of Arizona, Inc.
3. MidAmerican Communications Corporation d/b/a LDDS Communications
4. Metromedia Communications, Inc.
5. ATC Long Distance

ISSUED: January 10, 2000

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DECISION:

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ORIGINALCHECK SHEET

Sheets 1 through 139 inclusive of this tariff and Price List Sheets No. 1 through 12 are effective as of the dates shown.

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SYMBOLS

The following symbols will be used to identify new or revised material incorporated into this tariff:

- R - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation.
- T - to signify a change in text but no change in rate of regulation.
- S - to signify reissued matter.
- N - to signify new rate or regulation.
- D - to signify discounted rate or regulation.
- M - to signify a regulation that has been moved.

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DECISION #: 61860

1. APPLICATION OF TARIFF1.1 General

1.1.1 This tariff contains the regulations and rates applicable to the provision of intrastate telecommunications services by MCI WorldCom Communications, Inc, hereinafter referred to as "MCI WorldCom" and/or the "Company".

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), MCI WORLDCOM is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for WorldCom service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tarified through January 27, 2002. Beginning August 1, 2001, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tarified may be found in the "Service Publication and Price Guide" located at the website at <http://www.worldcom.com>. Also, beginning August 1, 2001, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tarified may be found i) at <http://www.mci.com/service> for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

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1.1.2 Company may undertake to provide Special Services to meet a Customer's requirements when those requirements cannot be satisfied within this tariff.

1.1.3 Service/trademarks of the Company are indicated by "J". In addition, the Company logo is a trademark of the Company.

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2. GENERAL RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 General**

2.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this tariff, the rules and regulations of the state of Arizona.

2.1.1.2 The Company's services and facilities are available 24 hours a day, 7 days a week.

2.1.2 Availability

2.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available.

2.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

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2. GENERAL RULES AND REGULATIONS (Cont'd)

2.2 Definitions

Accounting Code - A multi-digit code which enables a Customer to allocate long distance charges to internal accounts.

Access Line - A dedicated transmission path which connects a Customer location to the carrier's terminal location or switching center.

Access Point - The term "access point" denotes a location where connection is made to company's digital transmission facilities.

Advance Payment - Part or all of a payment required before the start of service.

After-Hours Toll Free Message Referral - This feature enables the Toll Free service Customer to route 800 calls to the Company Message Center after-hours for either an announcement only, announcement and message recording capability, or both with Message Center outdial notification.

Option A (Message Announcement only)

This option enables the Toll Free service Customer to play prerecorded voice information referring callers to other numbers, explaining service conditions, or other general information that a Customer desires to provide to callers.

Option B (Announcement with Message Recording)

This option enables the Toll Free service Customer to play customized voice announcements and if the caller desires, leave a message. The Customer may call the Company Message Center to retrieve messages.

Option C (Announcement, Message Capability & Message Notification)

This option consists of both message announcement and message recording, plus the ability for the Message Center to outdial and notify the Company Toll Free Customer of messages.

Area Code Routing - This feature allows the Toll Free service Customer to route calls to multiple answering locations using one toll free number. The Customer can define two or more originating routing groups and to arrange that calls to a single toll free service number placed from different routing groups will terminate at different locations.

Application of Service - A standard order form which includes pertinent billing, technical, and other descriptive information which will enable the carrier to provide communication service as required.

Area Code Blocking - This feature allows the Toll Free service Customer to block originating calls from one or more specific area codes. Customers can tailor their toll free service to their geographic service area and block unwanted calls from out of their area.

2. GENERAL RULES AND REGULATIONS (Cont'd)
2.2 Definitions (Cont'd)

Authorization Code - A multi-digit code which enables a Customer to access Company's network and enables Company to identify the use for proper billing.

Authorized User - A person, firm, corporation, or other entity authorized by the Customer to receive or send communications.

Autodialer - A device which allows the Customer to dial pre-programmed telephone number, such as the Company access number or authorization codes, by pushing one or two buttons. Dialers can be bought as a separate device and added to a phone.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

Bit - A "Bit" is the smallest unit of information in the binary system of notation.

Business Hours - The phrase "Business Hours" means the time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding Holidays.

Business Service - The phrase "Business Service" means telecommunications services provided to a Customer for use primarily or substantially for a business, professional, institutional or other occupational nature.

Calling Cards - A call billed to a card number issued by a Local Exchange Company.

Cancellation of Order - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each circuit-end or dedicated access line cancelled from an order prior to its completion by carrier under the following circumstances: (1) if the local telephone company has confirmed in writing to the Carrier that the circuit-end or dedicated access line will be installed; or (2) if the carrier has already submitted facilities orders to an interconnecting telephone company.

Channel between Digital Serving Areas - The term "Channel between Digital Serving Areas" denotes a path (or paths) for digital transmission between two or more Digital Serving Areas.

Command Routing - This feature allows the Toll Free service Customer to have toll free calls rerouted by Company' network in the event of access blockage to an ANI or T1 circuit ID previously defined by the Customer.

Communications Services - The Company's intrastate telephone services offered pursuant to this tariff.

Communications System - The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than Company.

2. GENERAL RULES AND REGULATIONS (Cont'd)**2.2 Definitions (Cont'd)**

Company - The term "Company" means MCI WorldCom Communications, Inc.

Company Calling Card - A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Company's Principal Access Points - "Company's Principal Access Point" is the service point to which digital access lines or channels between Digital Serving Areas are routed and where access is provided to such lines and associated equipment for testing purposes.

Credit Card - A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Custom Account Coding - Allows the Customer to create tables of unique project and/or account numbers for their private use.

Customer - See definition under Subscriber.

Customer Provided Equipment - Terminal Equipment, as defined herein, provided by a Customer.

Day - The term "Day" means 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating city on Monday through Friday, excluding Company-specified holidays.

Day of Week Routing - This feature allows the Toll Free service Customer to arrange for calls to a single toll free service number to be routed to different locations based on the particular day of the week.

Dedicated Access Service - Pursuant to Dedicated Access Service, the Customer accesses the terminal location of carrier via dedicated facilities between the Customer's premises and the terminal location of carrier (or a Specialized Common Carrier from whom the carrier has acquired service).

Dedicated Termination Overflow - This feature enables the Toll Free service Customer to control potential congestion of toll free calls by sending the overflow calls from one dedicated line to a switched line, allowing for maximum completion of incoming toll free calls.

Dial Access Service - Pursuant to Dial Access Service carrier provides its Customers access to the available network of cities via a local business telephone line provided by carrier (or a Specialized Common Carrier from whom a carrier has acquired service).

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2. GENERAL RULES AND REGULATIONS (Cont'd)

2.2 Definitions (Cont'd)

Dialed Number Identification Service (DNIS) - This feature allows a Customer with multiple toll free service numbers terminating in the same location to identify the specific toll free service number which was dialed by the calling party and to route the call to the appropriate location. DNIS is only available with dedicated toll free service.

Digital Access Line - A "digital access line" (local access facility) is a path for digital transmission furnished between Company's principal access point and the Customers or user's premises.

Digital Serving Area - The term "Digital Serving Area" denotes a specific geographic area served in and around a city in which Company's Access Point is located for the provision of 56 Kbps digital service.

DISA - Direct Inward System Access - This feature of a PBX or telephone system allows an outside caller to dial directly into the telephone system and access the system's features. A Customer would typically use this feature for making long distance calls away from the office using their less expensive business long distance lines.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

DSO - "DSO" refers to a North American hierarchy of Digital signal levels. It means Digital Signal Level 0 which is a 64 Kbps signal. The Customer bit rates are limited to a 56 Kbps signal. The required D4 format is found in BellSouth Technical Reference 73501.

End User - The person, firm, corporation or other entity which orders or uses services and is responsible for the payment of charges and compliance with tariff regulations.

Expedite - A service order initiated at the request of the Customer plus the accompanying installation or charge to related circuits that is process in a time period shorter than Company's standard service interval.

Evening - The term "Evening" means 5:00 p.m. to, but not including 11:00 p.m. local time at the originating city on Sunday through Friday and anytime on Company-specified holidays except when a lower rate would normally apply.

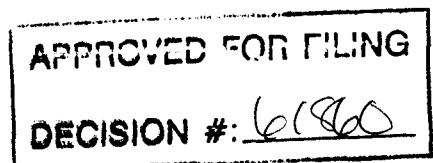
Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Holidays - The term "Holiday" means all Company-specified holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.2 Definitions (Cont'd)

Interexchange Service - Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free and Other Service Arrangements.

Joint User - A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company, and to whom a portion of the charges for service will be billed under a joint user arrangement as specified herein.

Kbps - A unit of information transmission: One thousand bits per second.

LaserNet Network Management Service - I (LNMS-I) - Upon Customer request to the Company Network Management Center (NMC), Customer technical assistance personnel will perform requested network reconfigurations.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Access Facility - The term "Local Access Facility" denotes a type of facility provided by a local exchange carrier.

Local Access Transport Area (LATA) - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communication services.

Local Exchange Carrier/Local Exchange (LEC) - A company providing telecommunications service within a local exchange or LATA.

Local Service Management Systems (LSMS) - An intermediate data base system which receives downloads of Customer records from the SMS/800 and further downloads them to the appropriate SCPs in its network.

Mbps - A unit of information transmission: One million bits per second.

Minimum Average Time Requirement (MATR) - A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

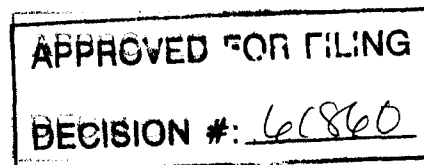
Network - Refers to the Company's facilities, equipment, and services provided under this tariff.

Night/Weekend - The words "Night/Weekend" mean 11:00 p.m. to, but not including, 8:00 a.m. local in the originating city, anytime on Saturday, and all day Sunday except 5:00 p.m. to, but not including 11:00 p.m.

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2. GENERAL RULES AND REGULATIONS (Cont'd)

2.2 Definitions (Cont'd)

Nonbusiness Hours - The phrase "Non-Business Hours" means anytime after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and Holidays.

Operator Services - Call intervention by either automated interface or live operators for the purpose of call completion or billing arrangements.

Other Common Carrier - A person, firm, corporation, or entity regulated by the PSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit.

Unless otherwise indicated herein, the term "other common carrier" when used in this tariff also means "Customer" and includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhanced the value of the service through substantial incurred costs) and those entities which are underlying carriers.

Patron - The term "patron" denotes a subscriber to the services of another common carrier.

Physical Change - The modification of an existing circuit, dedicated access line, or port at the request of the Customer requiring some physical change or retermination, or reallocations of bandwidth.

Percent Allocation - This feature allows the Customer to route various percentage of calls to two or more answering locations. The Customer must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The Customer must have at least two different locations for this routing feature to be available.

Physical Change - The modification of an existing circuit, dedicated access line, or port at the request of the Customer requiring some physical change or retermination.

Premises - The space designated by a Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale Customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of as well as space at the Customer's place of business.

Real Time ANI - Real Time Automatic Number Identification (ANI) Service identifies the calling party's telephone number to the Toll Free service Customer if the call originates from an equal access end office. If the call originates from a non-equal access end office, only the NPA will be delivered to the Toll Free service Customer. Real Time ANI is available with or without DNIS and is available only with dedicated toll free service.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.2 Definitions (Cont'd)

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Regular Billing - The words "Regular Billing" means a standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a Subscriber.

Residential Service - The phrase "Residential Service" means telecommunication services provided for use primarily as nonbusiness service.

Responsible Organization (Resp. Org.) - The carrier entity that has responsibility for the management of toll free numbers in the Service Management System (SMS/800) including maintaining Customer records in the SMS/800 system. Also, the entity which accesses the SMS/800 to: (a) search for and reserve toll free numbers; (b) create and maintain toll free number Customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one Resp. Org. for each toll free number.

Service - Service means any or all service(s) provided pursuant to this Tariff.

Service Control Point (SCP) - The real-time data base system in the Toll Free Data Base Service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

Service Group - A group of dedicated lines from a Customer's premises to Company's terminal location. Usage per service group determined by average usage per line in a service group times the average number of lines in a service group in a month.

Service Management System (SMS/800) - The main administrative support system of Toll Free Data Base Service. It is used to create and update Customer Toll Free Service records that are then down loaded to Service Control Points (SCPs) for handling Customer's Toll Free Service calls and to Local Management Systems (LSMSs) for subsequent downloading to SCPs. The system is also used by Resp. Orgs. to reserve and assign toll free numbers.

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2. GENERAL RULES AND REGULATIONS (Cont'd)**2.2 Definitions (Cont'd)**

Service Order - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Number - A signaling arrangement by which a Customer may elect to dial a pre-programmed four digit number in place of a designated ten digit number.

Special Access Line (SAL) - A Dedicated Analog DAL or Digital T-1 Access Lines directly connecting Customers telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Subscriber - The term "Subscriber" means the firm, company, corporation or other entity which uses, caused the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations. The term "Customer" is also used to mean the Subscriber.

Station - A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

Switch - The term "Switch" means an electronic device which is used to provide circuit routing and control.

Terminal Equipment - Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets.

Time of Day Routing - This feature allows the Toll Free service Customer to arrange for calls to a single toll free service number to be routed to different locations based on the time of day.

User - A "user" is a person, firm or corporation who is designated by the Customer as a user of LaserNet 64 service furnished to the Customer and who may share such service with the Customer in accordance with the provisions set forth herein.

Validated Account Codes - Account Codes that have restricted access.

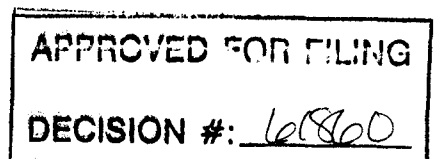
Vertical Features - Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's Toll Free traffic, which may be obtained by the Company from Local Exchange Company access tariffs on behalf of a Company Toll Free Service Customer for which Company serves as Resp. Org.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.3 Use of Service

2.3.1 Services furnished by the Company may not be used for any unlawful purpose.

2.3.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

2.3.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.

2.3.4 In the event that the Company determines, based upon its sole judgement, that there is fraudulent use of either the services furnished by the Company or the Company network the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

2.3.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as calling cards codes, when the Company deems, in its sole judgement, it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.

2.3.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgement, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

2.3.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent. In the event the Customer advises the Company that the traffic is normal and there is no material unauthorized usage and/or no request is made by the Customer to the Company to mitigate the abnormal calling patterns, the Customer will be liable for all charges associated with such abnormal calling patterns or other possible unauthorized use.

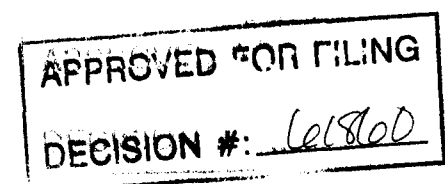
2.3.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's serving office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.

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2. GENERAL RULES AND REGULATIONS (Cont'd)**2.3 Use of Service (Cont'd)**

2.3.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.

2.3.8 With the use of the Company authorization codes, the Customer agrees to pay to the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization code.

2.4 Obligations of the Company**2.4.1 Liability**

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from or in any way attributable to acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff shall be limited to not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provision of this tariff provided, however, that:

2.4.1.1 The Company's liability for its willful misconduct is not limited by this tariff;

2.4.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

2.4.1.3 The Company shall have no liability to any person or entity other than its Customer.

2.4.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:

.1 Any claim, loss, expense or damage (including but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from or in connection with the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.4 Obligations of the Company (Cont'd)2.4.1 Liability (Cont'd)

2.4.1.4 (Cont'd)

.2 Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure or Customer-provided equipment, facilities, systems or services.

.3 Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

.4 Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

2.4.1.5 All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

2.4.1.6 Where any claim arises out of the Company's acting as a Resp Org or where the Company's Toll Free Service is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Toll Free Service Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.

2.4.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's Toll Free Service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's Toll Free number by mistake. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.4 Obligations of the Company (Cont'd)2.4.1 Liability (Cont'd)

2.4.1.8 In the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

2.4.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll Free Service to any Toll Free Service Customer if the Company determines in its sole discretion that the Customer is using the Toll Free Service to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including but not limited to any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and toll free calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

2.4.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the subscriber's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment which are transmitted or carried on the Company network. The Company Corporate Security Department may work with the Customer to recommend possible solutions to reduce unauthorized use of their facilities. However, Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

2.5 Obligations of the Customer

2.5.1 The Customer shall be responsible for damages to the Company's facilities caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees.

2.5.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, 24 hours a day, 7 days a week.

2.5.3 The Customer will guarantee the performance by its authorized user(s) of all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this tariff.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.5 Obligations of the Customer (Cont'd)

2.5.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

(a) Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or

(b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulation and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.5.5 The Customer of the Company's 1 +, 0 + (sent paid) and/or Toll free Service is responsible for payment for all calls placed:

(a) via the Customer's local telephone service number(s);

(b) via dedicated access lines to the Company facilities and/or network;

(c) via the Customer's Toll Free Service number(s) either intentionally or mistakenly placed;

(d) originated at the Customer's number(s);

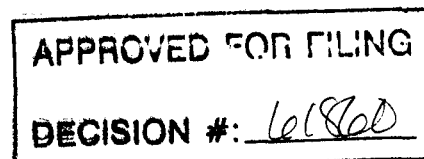
(e) accepted at the Customer's number(s) (e.g. collect calls); and

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2. GENERAL RULES AND REGULATIONS (Cont'd)**2.5 Obligations of the Customer (Cont'd)****2.5.5 (Cont'd)**

(f) billed to the Customers number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or Toll Free Service; which use misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

2.5.6 The Customer must obtain an adequate number of access lines for Toll Free Service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Toll Free Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

2.5.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement, including payment of the Company's reasonable attorney's fees.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.6 Payment Regulations

2.6.1 Service is provided and billed on a monthly basis. Service continues to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

2.6.2 The Customer is responsible for payment of all charges for service furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. Toll Free Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

2.6.3 A Customer of Toll Free Service is responsible for payment for all calls placed to or via the Customer's Toll Free Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Toll Free Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's Toll Free number by mistake.

2.6.4 If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

2.6.4.1 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount.

2. GENERAL RULES AND REGULATIONS (Cont'd)**2.6 Payment Regulations (Cont'd)****2.6.4 (Cont'd)****2.6.4.1 (Cont'd)**

.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Arizona Corporation Commission.

2.6.5 If a Customer accumulates more than \$1,000 of undisputed delinquent Toll Free Service charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.

2.6.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

2.6.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to three months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.

2.6.6.2 In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be cancelled by the Company upon written notice.

2.6.6.3 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.

2.6.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.6 Payment Regulations (Cont'd)

2.6.8 In the event that a check or draft tendered by a Customer is returned, a fee of \$15 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

2.6.9 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

2.6.10 The Company will bill previously unbilled charges for service to the Customer, provided the associated service was furnished not more than one hundred eighty (180) days preceding the date of the Customer's bill, except as follows:

- collect calls
- credit card and calling card calls
- third party calls
- "error file" calls (calls which can not be billed due to the unavailability of complete billing information to the Company)

2.6.10.1 In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years.

2.6.11 Paper Invoices: For business customers who receive notification that invoicing will change to E-billing and who do not elect to use E-Billing, but continue to receive paper invoices, the following monthly recurring charge will apply per invoice based on the number of sheets in the paper invoice: 1-55 sheets of paper will be \$5.00. 56 or more sheets of paper will be \$25.00.

2.6.12 For Business Service Customers, a late payment charge at the rate of 1.5 per month will accrue upon any unpaid amount commencing 31 days after remittance was due to MCI. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer.

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Certain material previously located on this page can now be found on page 21.1

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2. GENERAL RULES AND REGULATIONS (Cont'd)

2.7 Credit Allowances

M

2.7.1 Interruption of Service

2.7.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

2.7.1.2. Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.

2.7.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer or its authorized user(s).

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Certain material previously located on page 21 can now be found on this page.

2. GENERAL RULES AND REGULATIONS (Cont'd)2.7 Credit Allowances (Cont'd)2.7.1 Interruption of Service (Cont'd)

2.7.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.

2.7.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

2.7.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

2.7.2 Outage Credit

2.7.2.1 No credit shall be given for an interruption of less than 2 hours.

2.7.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.)

2.7.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues.

2.8 Interconnection

2.8.1 When the services or equipment of the Company are interconnected with and/or terminated in any service and/or equipment of another communications common carrier, the Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other communications common carrier.

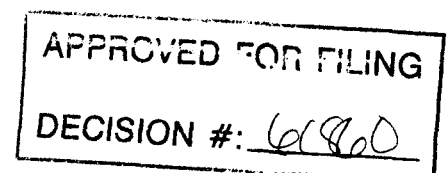
2.8.2 The Company shall be appointed agent of the Customer to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities unless otherwise specified. The Customer shall be responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the local telephone company or other third parties utilized by the Company in arranging local access service. The Customer acknowledges that the Company may rely on the telephone companies for installation and

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2. GENERAL RULES AND REGULATIONS (Cont'd)**2.8 Interconnection (Cont'd)****2.8.2 (Cont'd)**

testing of local access lines. The Company is not liable for untimely installation, facilities not operating or equipment that is not provided by the Company.

2.8.3 Interconnection of the Company's services or equipment with the services of other communications common carriers is permitted as well as Customer provided communications facilities so long as the facilities and services provided by others do not interfere with the proper functioning of the facilities and services provided by the Company.

2.9 Equipment**2.9.1 Customer Obligations**

2.9.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.

2.9.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routing maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

2.9.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

2.9.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

2.9.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

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2. GENERAL RULES AND REGULATIONS (Cont'd)**2.9 Equipment (Cont'd)****2.9.1 Customer Obligations (Cont'd)**

2.9.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempt to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

2.9.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.

2.9.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

- .1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- .2 the reception of signals by Customer-provided equipment; or
- .3 network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

2.9.2 Terminal Equipment

2.9.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

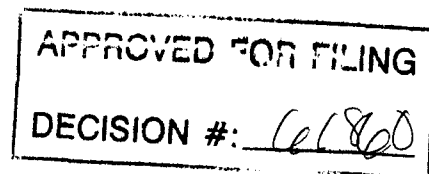
2.9.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.9 Equipment (Cont'd)2.9.2 Terminal Equipment (Cont'd)

2.9.2.3 When service using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

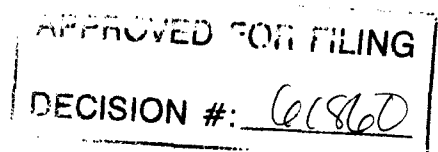
- .1 When the facilities furnished under this tariff are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the carrier for each application, to be consistent with the signal power allowed on the telecommunications network.
- .2 To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to Bell's facilities does not exceed the limits indicated.
 - (a) The power in the band from 3,995 hertz to 4,000 hertz shall be at least 18 dB below the power of the signal as specified in Subsection (1) preceding.
 - (b) The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.
 - (c) The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one milliwatt.
 - (d) The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.
 - (e) The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.9 Equipment (Cont'd)2.9.2 Terminal Equipment (Cont'd)

2.9.2.3 (Cont'd)

- .3 Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the signal applied by the Customer-provided equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.
- .4 Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) the following:
- (a) The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
 - (b) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
 - (c) The conductor voltage shall be such that the conductor-to-ground voltage limit in (2) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor-to-conductor voltage.
 - (d) The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors indicated.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.9 EQUIPMENT (Cont'd)2.9.2 Terminal Equipment (Cont'd)

2.9.2.3 (Cont'd)

.4 (Cont'd)

<u>For Frequencies Between</u>	<u>Weighting Factor</u>
	2
50 hertz and 100 hertz	$f = 2/10$
	6.6
100 hertz and 300 hertz	$f = 3.3/10$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

2.9.2.4 If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice terminate the Customer's service immediately.

2.9.2.5 The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage Company's equipment, injure personnel or degrade service to other Customers.

2.10 Cancellation of Service

2.10.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

2.10.1.1 In the event that a Customer's bill remains unpaid after more than 30 days following rendition of the bill.

2.10.1.2 In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

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2. GENERAL RULES AND REGULATIONS (Cont'd)**2.10 Cancellation of Service (Cont'd)****2.10.1 (Cont'd)**

2.10.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.10.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this tariff or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this tariff. Cancellation will be effective on the date specified on the notice.

2.10.3 If a Customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. In case of disconnection, the Customer will be notified in writing by fax or U.S. Postal Service in advance of the disconnect.

2.10.4 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.

2.10.5 The discontinuance of service by the Company pursuant to the Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.

2.10.6 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.10.7 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.

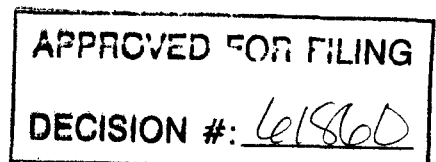
2.10.8 Where Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

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2. GENERAL RULES AND REGULATIONS (Cont'd)

2.10 Cancellation of Service (Cont'd)

2.10.9 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is cancelled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

2.11 Timing of Calls

Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff.

2.12 Determination and Rendering of Charges

2.12.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

2.12.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period for services is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff or other agreement of the Customer and the Company.

2.12.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.

2.12.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

2.12.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.12 Determination and Rendering of Charges (Cont'd)

2.12.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

2.12.7 Computed usage charges or credits for each call are rounded to the nearest cent.

2.12.8 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research.

Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the shared access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The airline mileage of a call is calculated as follows:

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2.12.9 Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

Day rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday

Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday

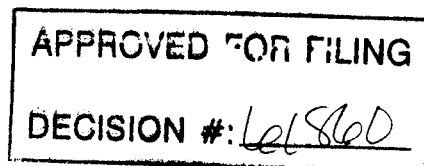
Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week.

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2. GENERAL RULES AND REGULATIONS (Cont'd)**2.12 Determination and Rendering of Charges (Cont'd)****2.12.9 (Cont'd)**

Weekend rates apply from 8 a.m. to, but not including, 11 p.m. Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.

On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

Peak rates apply from 8:00 a.m. to, but not including, 5:00 p.m. Monday through Friday.

Off-Peak rates apply from 5:00 p.m. to, but not including 8:00 a.m. Monday through Friday; all day Saturday and Sunday.

2.13 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

2.13.1 Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

2.13.1.1 If at the request of the Customer, Company obtains facilities not normally used to provide service to its Customers, the cost incurred will be billed as a Special Service.

2.13.1.2 If at the request of the Customer, Company provides technical assistance not normally required to provided service, the costs involved will be billed as a Special Service.

2.13.1.3 Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with Company service, the cost of providing these features will be billed as a Special Service.

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2. GENERAL RULES AND REGULATIONS (Cont'd)2.14 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days figure by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

For each call the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded up to the next highest whole billing increment.

All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product descriptions contained in Section 3 - Service Description and Charges.

2.15 Telecommunications Relay Service (TRS)

TRS is a service which permits hearing or speech impaired Customers who have been certified, in writing, by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency, as having a hearing or speech impairment which precludes oral communications and who use a Telecommunications Device for the Deaf (TDD), to complete calls to Customers who do not use TDD. Customers originating a call, either by voice or TDD, reach the TRS center for their respective state via a toll free telephone number.

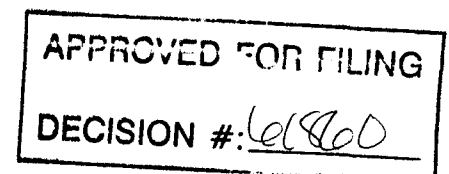
Company is not liable for errors in translation, receiving or delivering messages by telephone, TDD, or any other instrument over Company facilities, connecting carriers or through any of the TRS Centers operated by Company in absence of gross negligence or willful misconduct.

The completed call is rated as a call from the originating telephone number to the terminating telephone number. This service will apply to intrastate calls that originate and terminate in Arizona. The usage rates for Dial USA listed in Section 3.1.2.1 will apply to all intrastate TRS calls, except that a discount of 50 percent will be credited to all intrastate TRS calls. All TRS calls are confidential and may not be placed to 900 or 976 numbers. All TRS calls are not eligible for any discounts associated with any other Calling Plans.

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3. SERVICE DESCRIPTIONS AND CHARGES3.1 Message Telecommunications Service3.1.1 Description

This service arrangement allows a Customer to originate calls in areas with Equal Access capabilities served by the Company by presubscribing to the service. This service is also available to Customers in areas without Equal Access capabilities through use of non-travel authorization code and company-provided switched access facilities.

The applicable usage rate depends upon the distance between originating and terminating points and the rate period (s) in which the call occurs. Calls are billed in one minute increments after an initial minimum billable period of one minute. Discounts are given based upon the Customer's usage volume.

3.1.2 Product Types3.1.2.1 Dial USA Service

A one-way direct dial service utilizing 1 + or dial-up access, making use of common shared access lines connecting the Customer with Company facilities.

.1 IntraLATA Rates

<u>Mileage</u>	<u>Day</u>		<u>Evening</u>		<u>Night</u>	
	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>
1 - 10	.1536	.1056	.1009	.0694	.0634	.0436
11 - 16	.2400	.1920	.1576	.1261	.0990	.0792
17 - 22	.3168	.2400	.2081	.1576	.1307	.0990
23 - 30	.3840	.2784	.2522	.1828	.1584	.1148
31 - 40	.4416	.3168	.2900	.2081	.1822	.1307
41 - 55	.4896	.3648	.3216	.2396	.2020	.1505
56 - 70	.5280	.4032	.3468	.2648	.2178	.1663
71 - 85	.5664	.4320	.3720	.2837	.2336	.1782
86 - 100	.5952	.4608	.3909	.3026	.2455	.1901
101- 124	.6240	.4896	.4098	.3216	.2574	.2020
125- 148	.6432	.5088	.4224	.3342	.2653	.2099
149- 196	.6624	.5280	.4350	.3468	.2732	.2178
197- 244	.6816	.5472	.4477	.3594	.2812	.2257
245- 292	.7008	.5664	.4603	.3720	.2891	.2336
293- 354	.7200	.5760	.4729	.3783	.2970	.2376
355- 430	.7296	.5856	.4792	.3846	.3010	.2416

.2 Billing Increments

Calls are rated at an initial minute and additional minute increments thereafter.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.1 Message Telecommunications Service (Cont'd)3.1.2 Product Types (Cont'd)3.1.2.1 Dial USA Service (Cont'd).3 Volume Discounts

A volume discount is applied to the total usage portion of the monthly statement for each service category as specified below.

<u>Total Monthly Usage</u>	<u>Discount</u>
\$100 +	2%

3.1.2.2 Basic MTS.1 Usage Charges

<u>Mileage</u>	<u>Day</u>		<u>Evening</u>		<u>Night</u>	
	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>
0 - 10	\$.3120	\$.1430	\$.2028	\$.0930	\$.1560	\$.0715
11 - 22	\$.4420	\$.2080	\$.2873	\$.1352	\$.2210	\$.1040
23 - 55	\$.4875	\$.2500	\$.3169	\$.1625	\$.2438	\$.1250
56 - 124	\$.5382	\$.3042	\$.3042	\$.1977	\$.2691	\$.1521
125 - 292	\$.5152	\$.3360	\$.3349	\$.2184	\$.2576	\$.1680
293 +	\$.5610	\$.3410	\$.3647	\$.2217	\$.2805	\$.1705

.2 Volume Discounts

Discounts will be applied to a Customer's usage charges based upon the Customer's total interstate, intrastate and directory assistance MTS usage charges for the account for the billing period. The discount percentage corresponding to a given rate period and total usage level will be applied to all usage in that rate period.

<u>Usage</u>	<u>Day</u>	<u>Evening</u>	<u>N/W</u>
\$0 - \$ 24.99	0%	0%	0%
\$25 - 49.99	1%	0%	0%
\$50 - 99.99	2%	1%	0%
\$100- 199.99	4%	1%	0%
\$200 +	5%	2%	0%

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.1 Message Telecommunications Service (Cont'd)3.1.2 Product Types (Cont'd)3.1.2.2 Basic MTS (Cont'd).3 LEC Billed Measured Service

LEC Billed Measured Service calling includes calls made by customers without an established account dialed:

- 1) Using an accepted company access code (e.g., 10XXX) from a line not presubscribed to the company; or
- 2) From a line presubscribed to the company (i.e., when the customer does not have an established account and billing relationship with MCI WorldCom or another carrier using the MCI WorldCom network.)

Such LEC Billed Measured Service calls may be routed to the MCI WorldCom Communications, Inc. network when placed within the 48 contiguous United States. LEC Billed Measured Service calls accepted by the Company will be billed at the basic MTS per minute rates listed above and will be billed a \$0.80 surcharge on each call.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.2 Company Toll Free Services

3.2.1 Company Toll Free Service is an inbound service originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL). This service enables the Customer to receive Toll Free service calls at their residence or place of business.

3.2.2 The Company reserves the right to require an applicant for Company Toll Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company also reserves the right to withdraw service without notice in the event the Customer is using the service to commit unlawful acts. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

3.2.3 Company Toll Free Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Company Toll Free Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

3.2.4 The Customer must obtain an adequate number of access lines for Company Toll Free Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Company Toll Free Service to any Customer that fails to comply with these conditions.

3.3.5 Use of numbers: Each Company Toll Free Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any toll free telephone number associated with Company Toll Free Service that has not been placed in actual and substantial use during the first 60 day period after service activation may be redesignated as a spare number in the SMS 800 database by Company upon written notice to the Customer.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)**3.2 Company Toll Free Services (Cont'd)**

3.2.6 If the Customer requests assignment of a specific Toll Free Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than 10 numbers reserved. Any reservation shall be for no more than 60 days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after Company Toll Free Service has been in actual and substantial use for a consecutive 60 day period. Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved toll free telephone numbers hereunder or Customers who subscribe to and use Company Toll Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll free number; however, upon placing a number actually and substantially in use, as defined above, Company Toll Free Service Customers do have a controlling interest in this toll free number(s). Company Toll Free Service Customers may retain the use of their toll free number assignments, even following changes in their toll free carrier and/or Resp. Org.

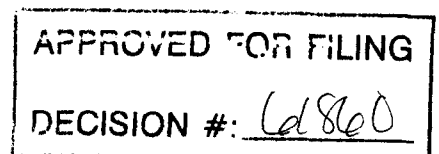
3.2.7 If a Customer places an order for Company to carry Customer's already existing toll free number service, the Customer shall provide to Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to Company Toll Free Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its toll free number(s) to the Company Resp. Org. If the Customer elects to retain a non-Company Resp. Org., the Customer must notify Company of any changes in the Customer's Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or toll free service carrier. Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to Company.

3.2.8 Subject to execution of a Resp. Org. Service Agreement between Company and the Customer, the Company Resp. Org. will perform the function of Resp. Org. for all Company Toll Free Service orders unless the Customer requests another Resp. Org. Company Resp. Org. functions include 1) search for and reservation of toll free numbers in the SMS/800; 2) creating and maintaining the toll free number Customer record in the SMS/800; and 3) provision of a single point of contact for trouble reporting.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.2 Company Toll Free Services (Cont'd)

3.2.8 (Cont'd)

3.2.8.1 Where Company serves as the Resp. Org. for an Company Toll Free Service Customer, Company will, at the Customer's request, subscribe to Toll Free Directory Listing for the toll free number(s) assigned to the Customer. A charge for Toll Free Directory Listings will apply as set forth in this Tariff. In the event that a Customer transfers its toll free service to another Resp. Org., the Company, upon such notice, shall immediately cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Toll Free Directory Listing Service is maintained through the new Resp. Org. Customer is responsible for payment of any outstanding Toll Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll Free Directory Listing responsibility.

3.2.8.2 Where Company serves as the Resp. Org. for an Company Toll Free Service Customer, it will, at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Company Toll Free Service Customer uses Vertical Features obtained by Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.2.8.3 In the event that a Customer cancels its Company Toll Free Service, the Customer may elect to retain Company as its Resp. Org. Where Company serves as Resp. Org. for a non-Company Toll Free Service Customer, a charge for Resp. Org. Service will apply as set forth in this Tariff.

3.2.8.4 In the event that a Customer cancels its Company Resp. Org. or Toll Free Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any services obtained by or on behalf of the Customer by Company.

3.2.9 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.2 Company Toll Free Services (Cont'd)3.2.10 Toll Free Feature Charges

Feature Charges are determined by the specific feature requested by a Company Toll Free Customer. These changes are in addition to toll free usage charges and are not subject to discounting unless specifically indicated.

<u>Feature</u>	<u>Set-Up Charge</u>	<u>Monthly Recurring Charge</u>
Toll Free # Charge (per toll free #)	N/C	\$10.00
Reservation Charge (per toll free #/ max. 10 numbers per Customer)	\$ 35.00	N/C
After Hours Voice Messaging (per toll free #)		
Option A - Announcement Only	\$ 25.00	\$ 30.00
Option B - Announcement w/Message	\$ 25.00	\$ 40.00
Option C - Announcement w/Message and Outdial	\$ 25.00	\$ 50.00
Real-Time ANI Delivery (per Trunk group)	\$350.00	\$200.00
Dedicated Termination Overflow (per toll free #)	N/C	\$ 50.00
Point of Call Routing (per toll free #)	\$100.00	\$ 50.00
Time of Day Routing (per toll free #)	\$100.00	\$ 50.00
Command Routing (per toll free #)	\$100.00	\$ 50.00
Percent Allocation Routing (per toll free #)	\$100.00	\$ 50.00
Dialed Number Identification Service (DNIS) (per toll free #)	\$100.00	\$ 50.00
Day of Week Routing (per toll free #)	\$100.00	\$ 50.00
Change toll free Destination Number (via service order)	\$ 15.00	N/C
Expedite toll free Service Order (per order)	\$100.00	N/C
Add/Change Area of Service Screening	\$ 25.00	N/C
Add/Change Canadian Toll Free Origination	N/C	N/C

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.2 Company Toll Free Services (Cont'd)3.2.10 Toll Free Feature Charges (Cont'd)

<u>Feature</u>	Monthly <u>Charge</u>	Set-Up <u>Charge</u>	Recurring <u>Charge</u>
Add/Change Caribbean (Puerto Rico and U.S. Virgin Islands)		N/C	N/C
Toll Free Referral Recordings		\$ 25.00	\$ 30.00
Nationwide Toll Free Directory Listing (per toll free #)* /		\$ 15.00	\$ 12.50
Expedite Directory Listing - Major		\$ 25.00	N/C
Expedite Directory Listing - Minor		\$ 20.00	N/C

3.2.11 Company Resp. Org. Charges

Where Company serves as a Resp. Org. for a non-Company Toll Free Service Customer, Company will pass on the tariffed Local Exchange Carrier Charges for SMS/800 Database and related services. In addition, the following Company charges will apply:

Monthly <u>Service</u>	Set-Up <u>Charge</u>	Recurring <u>Charge</u>
Set Up Toll Free # (per toll free #)	\$ 50.00	\$ 1.00
Modify Toll Free Record (Add/Change toll free #, Vertical or Enhanced Features)	\$ 25.00	N/C

3.2.12 Product Types3.2.12.1 Homebound 800

Homebound 800 is an inbound service available to Company residential Customers only. This service enables Customers to receive toll-free service calls at their residence or place of business. The residential Customer will be assigned a toll free telephone number to receive calls that are paid for by the Customer rather than the calling party.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.2 Company Toll Free Services (Cont'd)3.2.12 Product Types (Cont'd)3.2.12.1 Homebound 800 (Cont'd).1 Usage Charges

Usage charges are determined by the time of day, rate periods and minutes of use within each rate period.

a. Rate PeriodsPeak

All calls that occur between 8 a.m. and 4:59 p.m. Monday through Friday.

Off-Peak

All calls that occurs between 5 p.m. and 7:59 a.m. Monday through Thursday, and all calls between 5 p.m. Friday and 7:59 a.m. Monday.

b. Per Minute Rate Schedule

<u>Peak</u>	<u>Off-Peak</u>
\$0.2000	\$0.2000

.2 Billing Increments

Usage is billed in one (1) minute increments.

.3 Monthly Recurring Charges

Monthly Service fee \$ 2.50

NOTE: The monthly service fee will be waived for each month in which usage exceeds \$10.00. Also, the monthly service fee can be waived by Affinity groups and alumni programs.

3.2.12.2 Takeback and Transfer (TBX)

Takeback and Transfer is a toll-free service which allows Call Centers to transfer a toll-free call in progress to another remote site using pre-defined keypad commands and transfer digits. The service will be billed at the usage rates for Intelenet Service as filed in Section 3.3.9 and the following additional charges will apply.

One Time Installation Charge	\$500.00
Monthly Recurring Charge per 8XX No.	\$ 80.00
Change Charge	\$100.00
Per Call Surcharge	\$ 0.04

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements3.3.1 OnLine Card Service

3.3.1.1 OnLine calling card is available to residential and commercial Company Customers. Non-Company Customers may also subscribe to OnLine as a stand alone service. Customers may place domestic and international long distance calls using this service. Enhanced services such as voice mailbox and message delivery are available as an option of this service.

OnLine access can be from either a tone generating or rotary-dial telephone and is gained by dialing the Company Toll Free access number. Calls originating from rotary phones will be completed with the assistance of operators at the special rates found in the following Section. Calls will be billed at the per minute usage rates as shown following. The total monthly usage contributes to the volume discount. The volume discount is applied retroactively to peak usage only.

As an introductory offer, new Customers of OnLine card service may redeem a coupon for credit off their first full month's invoice. Coupons have no cash value and cannot be rolled over to the next month. Coupons must be redeemed prior to its expiration date.

3.3.1.2 Rates and Charges

The time of day rate periods for OnLine Service will be Peak and Off-Peak. Peak rates apply to all calls that occur between 8AM and 5PM Monday through Friday, except on Company-recognized holidays. Off-Peak rates apply to all other calls.

3.3.1.3 Residential OnLine Rate Schedule

This calling call schedule applies to all Customers who subscribe to one of Company's residential long distance services.

.1 Per Minute Rates (\$)

<u>Time of Day</u>	<u>Rate Per Minute</u>
Peak	\$0.30
Off-Peak	\$0.30

.2 Billing Increments

All residential calls will be billed in sixty (60) second increments.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.1 OnLine Card Service (Cont'd)3.3.1.4 Commercial OnLine Rate Schedule

This calling card schedule applies to all Customers who subscribe to one of Company's commercial long distance services.

.1 Per Minute Rates (\$)

<u>Time of Day</u>	<u>Rate Per Minute</u>
Peak	\$0.30
Off-Peak	\$0.30

.2 Commercial Volume Discount

<u>Usage Level</u>	<u>Percent Discount</u>
\$25.00- \$249.99	8.70%
\$250.00-\$2499.99	13.04%
\$2500.00 +	21.74%

.3 Billing Increments

All commercial calls will be billed in sixty (60) second initial increments and additional increments of six (6) seconds.

.4 Per Call Surcharge

A per call surcharge of \$0.65 applies to each call.

3.3.1.5 Stand Alone OnLine Rate Schedule

This calling card schedule applies to commercial Customers that do not have any other services with Company.

.1 Per Minute Rates (\$)

<u>Time of Day</u>	<u>Rate Per Minute</u>
Peak	\$0.30
Off-Peak	\$0.30

.2 Stand Alone Volume Discount

<u>Usage Level</u>	<u>Percent Discount</u>
\$25.00- \$249.99	8.70%
\$250.00-\$2499.99	13.04%
\$2500.00 +	21.74%

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.1 OnLine Card Service (Cont'd)3.3.1.5 Stand Alone OnLine Rate Schedule (Cont'd).3 Billing Increments

All Stand Alone calls will be billed in sixty (60) second initial increments and additional increments of six (6) seconds.

.4 Per Call Surcharge

A per call surcharge of \$0.65 applies to each call.

3.3.1.6 Per Call Surcharge

The following surcharge is in addition to the per minute rates found above and will apply to calls which default to a live operator.

Per call Surcharge \$0.65

3.3.1.7 Operator Assisted OnLine Rate Schedule

If a Customer chooses to access an Operator to place a call, the call will be billed at the Company Dial USA rates as specified in Section 3.1.2.1.

.1 Per Call Surcharge

The following surcharges are in addition to the per minute rates found in Section 3.1.2.1.1.

	<u>Per Call Charge</u>
(a) Station-to-Station	\$1.50
(b) Person-to-Person	\$3.00

3.3.1.8 SCHEDULE C OnLine Rate Schedule.1 Per Minute Rates (\$)

<u>Usage Level</u>	<u>---- Time of Day ----</u>	
	<u>Peak</u>	<u>Off-Peak</u>
\$ 2,500-\$10,000.99	.250	.250
\$10,001-\$25,000.99	.250	.250
\$25,001 +	.250	.250

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.1 OnLine Card Service (Cont'd)3.3.1.8 SCHEDULE C OnLine Rate Schedule (Cont'd).2 Minimum Usage Per Month

There is a minimum usage per account of \$2,500 per month. New accounts will be given a 90-day ramp up period to reach this usage minimum.

.3 Billing Increments

All SCHEDULE C calls will be billed in eighteen (18) second initial increments and additional increments of six (6) seconds.

.4 Per Call Surcharge

The following surcharge is in addition to the per minute rates found above and will apply to all SCHEDULE C OnLine calls.

Per Call Surcharge \$0.65

.5 Special Condition

SCHEDULE C OnLine Service is not available as a resale product.

3.3.2 Home Advantage Service

Home Advantage Service offers outbound, direct dial long distance service for residential Customers. Home Advantage is a flat-rated service offering peak and off-peak rates. Domestic, International and Calling Card Services are available with Home Advantage.

3.3.2.1 Usage Charges.1 Rate PeriodsPeak

All calls that occur between 8 A.M. and 4:59 P.M. Monday through Friday.

Off Peak

All calls that occur between 5 P.M. and 7:59 A.M. Monday through Thursday, and all calls between 5 P.M. Friday and 7:59 A.M. Monday.

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.2 Home Advantage Service (Cont'd)3.3.2.1 Usage Charges (Cont'd)

.2 Billing Increments - Home Advantage Service is billed in sixty (60) second increments.

.3 Per Minute Rate Schedule

<u>Peak</u>	<u>Off-Peak</u>
\$0.2500	\$0.1300

.4 Monthly Recurring Charges (MRC)
MRC:** \$3.50

**Note: The MRC will be waived for each month in which Home Advantage Peak and Off-Peak monthly usage exceeds \$9.00. Also, the MRC can be waived by Affinity groups and alumni programs.

.5 Per Minute Surcharge**

Surcharge: \$0.02

**Note: The Per minute surcharge applies only when Home Advantage monthly usage meets or exceeds \$500.00.

3.3.2.2 Home Advantage Calling Card Service -

OnLine Residential Calling Card Rates and Per Call Surcharge will apply as filed in Section 3.3.1 of this tariff.

3.3.2.3 Home Advantage Organizational Program - The Home Advantage program is a benefit package offered in conjunction with Home Advantage Service, which allows the individual users who are members or employees of the participating organizations to receive additional product discounts, if program parameters are met. Discounts will be received off the tariff rates for Home Advantage Service. Members who elect to participate in the Home Advantage Organizational Program will receive Home Advantage products and the WorldCom TalkAround Calling Card. Home Advantage rates are found in Section 3.3.2.1. and WorldCom TalkAround Calling Card rates are found in Section 3.3.8.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.2 Home Advantage Service (Cont'd)3.3.2.3 Home Advantage Organizational Program (Cont'd)

To qualify for the Home Advantage Organizational Program an organization generally must be a: (1) Trade Association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non-profit organization; or, (4) Corporations. The qualifying organization agrees to meet the following set of criteria:

1. Trade Associations must have 5,000 members or more and allow us to telemarket or direct mail their membership roster for promotional reasons.
2. Business with franchises, agents, distributors, or multiple representatives, Non-profit organizations and Corporations must have a minimum of 1,000 employees or members and allow us to direct mail their employees/members for promotional reasons.

3.3.3 Home Advantage Easy Plan

Home Advantage Easy Plan is a flat-rated service offering customers one simple rate for intrastate calls.

1. Rate Periods

All calls are billed at the same rate regardless of which rate period the call is completed.

2. Billing Increments

Home Advantage Easy Plan rates are billed in sixty (60) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent.

3. Per Minute Rate*

\$0.1390

* There is no monthly recurring charge

4. Calling Card Service

The TalkAround Calling Card rates will apply as filed in Section 3.3.8 of this tariff.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.4 WorldOne Service3.3.4.1 Description

WorldOne Service offers a unified service for single or multi-location customers using switched, dedicated, and OnLine calling card origination and switched or dedicated toll free (in Wats) termination. The WorldOne package includes the availability of outbound, inbound (toll free) and calling card services, and offering a discount on outbound and toll free service for customers willing to sign a term commitment and/or a willingness to commit to a specific dollar volume of monthly minimum usage.

There are seven (7) options of WorldOne available to customers, each of which has a unique set of rates for outbound and toll free service: Option A - Requires no monthly minimum billing commitment for month-to-month customers; \$250 monthly minimum billing commitment for ESP customers; Option B - Requires a monthly minimum billing commitment of \$1,000; Option C - Requires a monthly minimum billing commitment of \$5,000; Option D - Requires a monthly minimum billing commitment of \$7,500; Option E - Requires a monthly minimum billing commitment of \$15,000; Option F - Requires a monthly minimum billing commitment of \$25,000; Option G - Requires a monthly minimum billing commitment of \$50,000.

If the minimum is not reached for Option A ESP and Options B through G, the customer will be charged for the difference.

Multiple services and/or multiple locations using WorldOne service can contribute to the overall monthly minimum commitment; however, the customer must allocate the minimum by service and location. Domestic Toll Free, Domestic and International outbound calls contribute to determining monthly minimum usage. OnLine World Calling Card, Operator Services and Directory Assistance usage is not included in determining monthly minimum usage.

Customers must reach the minimum monthly usage requirement associated with their selected option by the fourth invoice period and monthly thereafter.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.4 WorldOne Service (Cont'd)3.3.4.2 WorldOne Extended Service Plan ("ESP")

WorldOne is available to customers through a ESP option if the customer agrees to commit to such service for a term of twelve (12) or twenty-four (24) months. Customers who elect the ESP will receive a discount off their selected option's domestic interstate, and intrastate outbound and toll free rates. This discount will apply only to WorldOne's peak interstate rates and all time periods for intrastate rates. Customers who elect the ESP are subject to the following conditions:

- .1 Customers must indicate what WorldOne service or services are to be included in the ESP. The discounts provided under this option become effective with the first full month's usage.
- .2 Upon execution of this agreement, the customer has ninety (90) days from the date service is made available in which to notify Company in writing, either by certified or registered mail (return receipt requested), of the customer's desire to cancel this agreement without further obligation or penalty except for charges incurred up to the date of termination, in the event that quality deficiencies solely caused by WorldCom in the provision of telecommunications service hereunder are demonstrated by Customer to affect adversely and materially Customer's telecommunications applications (such a termination under this clause constituting a Termination for Cause). A Termination for Cause shall not be effective unless Customer has reported trouble on an ANI or circuit-specific basis to (and received a corresponding trouble ticket from) the appropriate WorldCom Support Center and a period of not less than thirty (30) days after receipt of Customer's written notice of termination has elapsed during which WorldCom fails to correct such quality deficiencies. Provided nothing contained herein shall impose any liability on WorldCom and Customer's sole remedy shall be the termination of the affected service as described.
- .3 Customers who terminate service prior to the end of the term of commitment in any manner other than stated in (.4) following, will be liable for a cancellation penalty equal to the monthly minimum billing commitment times the number of months remaining in the Customer commitment period through the expiration of the first year. If applicable, twenty-five percent of the balance remaining (monthly minimum billing commitment times the number of remaining months in the contract beyond the first year) will also be included (per service type).

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.4 WorldOne Service (Cont'd)3.3.4.2 WorldOne Extended Service Plan ("ESP") (Cont'd)

- .3 If the termination becomes effective after the completion of the first year, then the charge shall be equal to twenty-five percent of the balance remaining (monthly minimum billing commitment times the number of months remaining in the contract). The foregoing cancellation penalty will apply unless the Customer immediately converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Company Service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.
- .4 All customer requests to commence or terminate a WorldOne ESP must be made in writing, either by certified or registered mail (return receipt requested), to Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by Company within this timeframe, the WorldOne ESP agreement will be automatically renewed for a new term of commitment.
- .5 A Customer who cancels their agreement prior to the expiration of the term will be required to repay any promotional credits that were given in addition to other termination charges as noted above.
- .6 OnLine World Calling Card usage is excluded from the WorldOne ESP discounts.

3.3.4.3 Usage Charges.1 Rate Periods

Peak - All calls that occur between 7 A.M. through 7 P.M. Monday through Friday, except on Company-recognized holidays.

Off Peak - All calls that occur between 7:01 P.M. through 6:59 A.M. Monday through Thursday, and all calls between 7:01 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.4 WorldOne Service¹ (Cont'd)3.3.4.3 Usage Charges (Cont'd).2 Billing Increments

WorldOne Switched Access Service is billed in eighteen (18) second initial increments and are rounded to the next higher six (6) second increment. WorldOne Dedicated Access Service is billed in six (6) second initial increments and is rounded to the next higher six (6) second increment (except International, which is billed in thirty (30) second initial increments and is rounded to the next higher six (6) second increment). OnLine World Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. All fractional per call charges will be rounded to the nearest whole cent.

.3 Per Minute Rate Schedule - WorldOne Services

- a. Per minute intrastate base rates for WorldOne Service is the same for Options A-G and apply as shown below:

i. Switched Per Minute Maximum Rates (T)

	<u>Monthly</u>	<u>1 Year ESP</u>	<u>2 Year ESP</u>
Outbound	\$.1500	\$.1450	\$.1400
Inbound	\$.1600	\$.1450	\$.1400

ii. Dedicated Per Minute Maximum Rates (T)

	<u>Monthly</u>	<u>1 Year ESP</u>	<u>2 Year ESP</u>
Outbound	\$.1100	\$.1050	\$.1000
Inbound	\$.1200	\$.1050	\$.1000

3.3.4.4 OnLine World Calling Card Service.1 Direct Dial Maximum Rate Schedule (T)

- a. Per Minute Rates applying to all time periods:

\$.3000

- b. Billing Increments - Usage is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter.

¹ See Price List for current rates.

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.4 WorldOne Service¹ (Cont'd) (T)3.3.4.4 OnLine World Calling Card Service (Cont'd)c. Per Call Surcharge

For domestic direct dial calls, up to a \$0.65 surcharge will apply to each call. T

The following maximum rates and surcharge will apply to calls which default to a live operator. T

Rate Per Minute:

Peak	\$0.23
Off-Peak	\$0.16
Per call Surcharge	\$0.65

.2 OnLine World Calling Card Service - Online Operator Assisted Rate Schedule

If a customer chooses to access an Operator to place a call, the call will be billed at per minute rates (Dial USA) as provided in Section 3.1.2.1.

a. Billing Increments - All OnLine World Calling Card calls placed with the assistance of an operator will be billed in one (1) minute increments.

b. Per Call Surcharges - The following maximum surcharge will apply in addition to per minute rates. T

	<u>Per Call Charge</u>
Station-to-Station	\$1.50
Person-to-Person	\$3.00

3.3.4.5 WorldOne Services for intrastate use are sold as an add-on service to the Company's interstate WorldOne Services. Accordingly, recurring and non-recurring charges are found in the Company's interstate tariff, FCC No. 2, Section 6.3.1..

¹ See Price List for current rates.

(N)

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.4 WorldOne Service (Cont'd)3.3.4.6 WorldOne Association

The WorldOne Association program is a benefit package offered in conjunction with Basic WorldOne Service, which allows the individual users who are members or employees of the participating organization to receive additional product discounts. Members who elect to participate in the WorldOne Association program will receive Basic WorldOne products and OnLine World Calling Card Service.

To qualify for WorldOne Association an organization generally must be a (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non profit organization, or; (4) Buying group not organized merely to buy the Company's long distance for resale. The qualifying organization agrees to meet the following set of criteria within (6) months of undertaking to qualify and thereafter maintain them, and enters into a written agreement with the Company for the marketing of the Company's services. The group's members who have subscribed to the Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

The Company will render monthly statements to the individual members and the statement received will show all appropriate discounts. All sums due from members are the sole property of the Company, and the Company shall have the sole right to collect, enforce collection and settle such sums. The WorldOne Association member group shall receive a monthly report from the Company listing members of the group who subscribe to the Company service under this program.

Unless otherwise specified in this tariff, member's usage of Company service under this tariff cannot be used to qualify for any other benefits under this tariff or under other arrangements between Company and third parties who undertake to market the Company's services. Association discounts for WorldOne Services are outlined below.

Month-to-Month association customer on WorldOne Service will receive the one (1) year term rates, no Extended Service Plan ("ESP") will be required; One (1) year term or two (2) year term association customers on WorldOne Service will receive the two (2) year term rates, ESP for Associations is required.

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.4 WorldOne Service¹ (Cont'd)

(T)

3.3.4.6 WorldOne Association (Cont'd)

The conditions of the WorldOne Service Extended Service Plan ("ESP") as filed in Section 3.3.4.2 will apply for WorldOne for Associations ESP agreements.

OnLine World Calling Card Service is not available for Association discounts.

	<u>Maximum</u>	
	<u>Monthly</u>	<u>ESP</u>
Switched Outbound	\$0.1450	\$0.1400
Switched Toll Free	\$0.1450	\$0.1400
Dedicated Outbound	\$0.1050	\$0.1000
Dedicated Toll Free	\$0.1050	\$0.1000

(N)

(D)

¹ See Price List for current rates.

(N)

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.5 MCI WorldCom Business Solutions

MCI WorldCom Business Solutions is a switched, outbound, customized telecommunications service that may include an inbound service option. Outbound service may originate via switched WATS/Business Line Access and calling card access; inbound service, if elected, may terminate via switched WATS/Business Line Access. Unless otherwise specified, all intrastate calls are subject to a 30 second initial period and rounding to the next 6 second increment, except for Operator Assisted calls, which are subject to a 60-second initial period and rounding to the next 60-second increment. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent. The rules and regulations governing the provision of service for toll free (inbound) service are identical to those for Toll Free Service. Intrastate service is provided in conjunction with Interstate Business Solutions service.

3.3.5.1 Definitions

The following definitions will apply for all usage rates.

"Switched" A switched connection between a customer's premises and an MCI WorldCom POP which is not provided by MCI WorldCom or an MCI Worldcom affiliate.

"Card" Call origination using a Card.

3.3.5.2 Maximum Usage

The following maximum per-minute rates will apply to usage.

Outbound	\$0.2500
Inbound	\$0.2500

Operator Assisted Calling: The charges found in MCI WorldCom Communications, Inc. Arizona Tariff No. 4 apply to outbound Operator Assisted calls (excluding collect calls and calls which are billed by a third party) made by customers using switched (including card Access) access.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5 MCI WorldCom Business Solutions (Cont.)

3.3.5.3 Directory Assistance: an undiscountable charge per call will be applied to each call requesting Directory Assistance, subject to the rate and provisions set forth in Section 3.4.1

3.3.5.4 Card Access
Card access may originate from any touch-tone phone in the United States via a toll free number. Outbound usage charges as indicated in section 3.3.5.2 will apply. A per-call surcharge up to \$2.00 will also apply.

N

N

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DECISION:

EFFECTIVE: April 29, 2000

Randee Klindworth
Tariff Specialist
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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5

All material previously located on this page was moved to page 116.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5 M

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

3.3.5

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Arrangements (Cont'd)

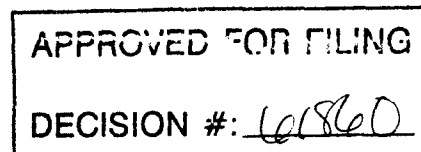
3.3.5

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)

3.3.5

3.3.6 LDDS WorldCom Calling Card Service3.3.6.1 Description

LDDS WorldCom Calling Card service is available to residential and commercial Company Customers. Customers may place domestic and international long distance calls using this service. Calling card access can be from either a tone generating or rotary-dial telephone and is gained by dialing the Company's Toll Free access number, and/or 10XXX, 950-XXXX depending on availability. Several available features include Call Reorigination, Call Correction, Call Relay, Operator Time-out, International Origination and Termination Service.

3.3.6.2 Direct Dial Rate Schedule.1 Per Minute Rate Scheule applying to all Time Periods

Per Minute Rate	\$0.3000
-----------------	----------

.2 Billing Increments

Domestic calls are billed in sixty (60) second initial increments and additional increments of six (6) seconds.

.3 Per Call Surcharge

- a. The Per Call Surcharge is in addition to the per minute rate found in .1 above:

Per Call Surcharge	\$.40
--------------------	-------

- b. The following Per Call Surcharge is in addition to the per minute rate found in .1 above and will apply to calls which default to a live operator only.

Per Call Surcharge	\$.65
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DECISION #: 61860

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.6 LDDS WorldCom Calling Card Service (Cont'd)3.3.6.3 Operator Assisted Rate Schedule

This calling card schedule applies to all customers who place a call with the assistance of an operator.

.1 Per Minute Rate Schedule applying to all Time Periods

Per Minute Rate	\$0.5000
-----------------	----------

.2 Billing Increments

LDDS WorldCom Calling Card calls placed with the assistance of an operator will be billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.

.3 Per Call Surcharge

The following surcharge will apply in addition to the per minute rate found in .1 above

Per Call Surcharge:

Station-to-Station	\$1.50
Person-to-Person	\$3.00

3.3.7 PhonePass Service

3.3.7.1 Description - PhonePass Service is a switched service that enables the end-user to place calls charged to prepaid phone cards issued by the Company. The end-user accesses the network by dialing the appropriate Company Toll Free number printed on the back of the card. Each toll free number accesses a custom greeting designated by the customer. Language menu selection is available if requested by the customer.

The PhonePass Card is available in five (5) or more unit denominations at a flat rate per unit. Cards and/or Codes are issued with an expiration date of six (6), twelve (12) or eighteen (18) months from the date of the code or six (6) or twelve (12) months from first usage. First use is anytime the toll free number and code are entered by the code holder. A terminating number is not necessary in starting the time period for reactivation on first use. The number of available Company PhonePass Cards is subject to technical limitation.

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DECISION #: 61860

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.7 PhonePass Service (Cont'd)3.3.7.1 Description (Cont'd)

The Company is not liable or responsible for theft, loss or unauthorized use of cards or card numbers. The Company will not refund or issue credit on unused units of the PhonePass Card. The customer(s) of PhonePass Service is solely responsible for the payment of all applicable federal, state or local use, excise, sales or privilege taxes, duties or any similar fees that may be assessed by any governmental body or regulatory authority in connection with the service.

3.3.7.2 Availability - PhonePass Service is available twenty-four (24) hours a day, seven (7) days a week. Card availability is limited and shall be handled on a first come, first served basis. PhonePass Service can be accessed through touchtone telephones only. 900 calls cannot be made on the PhonePass Card.

PhonePass Service may be made available from time to time with certain promotional offerings.

3.3.7.3 Card Depletion/Renewal or Expiration - Each time the card is used, the end-user hears a message stating the amount of minutes remaining on the card. Sixty (60) seconds prior to the card being depleted, the user hears a warning announcing the time remaining on the card.

3.3.7.4 Description of Terms applying to PhonePass Service

.1 Unit - A unit is equal to one (1) minute of domestic long distance time. The U.S. includes all fifty (50) contiguous states. Additional units per minute are charged for all other destination.

.2 Retailer - Wholesale product customer.

.3 End User - Wholesale customer's customer.

ORIGINAL

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.7 PhonePass Service (Cont'd)

3.3.7.5 Usage Charges - The applicable usage rate depends upon the Service Option selected by the customer. Two options listed below in Sections 3.3.7.5.1 and 3.3.7.5.2 are available for the customer to choose. Calls are billed in one (1) minute increments and are debited against the PhonePass Service Card. Cards and/or Codes are valued based on a number of call Units. Rates for PhonePass Service may vary depending on the commitment term, total purchase commitment, card printing or packaging and collector purchase rights. All units purchased for the sole purpose of resale, must be purchased with a generic PhonePass Card. If a customer purchases units from the Company for promotion and not resale, the customer may be entitled to a custom PhonePass card printed by the Company. Cards being used for resale are available in 5, 10, 20, 30, 60 and 100 unit denominations. Cards purchased for promotional purposes can be set with the number units determined by the customer.

.1 Option A - Generic Wholesale Cards - The customer may obtain Generic PhonePass Cards as a one-time purchase with full payment due upon delivery or with a one (1) or two (2) year commitment with payment due prior to delivery of each order. Upon acceptance by Company, the Term Commitment discount will be applied to each partial order of PhonePass Cards and/or Codes. Installment (Partial Order) payment must be made fifteen (15) days prior to issuance of the Cards and/or Codes. At the end of the one (1) year or two (2) year commitment period or upon request for cancellation by the customer, the customer must pay the difference between the Term Commitment amount purchased and the initial Term Commitment amount, if the commitment has not been met. The Company may terminate a purchase commitment plan in order to allow the customer to agree to a higher "number of Units" Term Commitment. PhonePass Cards will be sold at prices rounded to the nearest cent. The rate per unit and purchase volumes are as follows:

a.	<u>One-Time Purchase</u>		
	<u>Purchase Volume</u>		<u>Rate per Unit</u>
\$	250	- 2,499	
	2,500	- 4,999	0.2550
	5,000	- 9,999	0.2400
	10,000	- 14,999	0.2250
	15,000	- 24,999	0.2150
	25,000	- 49,999	0.2000
	50,000	- 99,999	0.1900
	100,000	- 199,999	0.1750
	200,000	- 299,999	0.1650
	300,000	- +	0.1600

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.7 PhonePass Service (Cont'd)3.3.7.5 Usage Charges (Cont'd).1 Option A - Generic Wholesale Cards (Cont'd)b. 1-Year Term Monthly Commitment

<u>Purchase Volume</u>	<u>Rate per Unit</u>
\$ 2,500 - 4,999	\$0.2400
5,000 - 9,999	0.2250
10,000 - 14,999	0.2150
15,000 - 24,999	0.2000
25,000 - 49,999	0.1900
50,000 - 99,999	0.1750
100,000 - 199,999	0.1650
200,000 - 299,999	0.1600
300,000 - +	0.1550

c. 2-Year Term Monthly Commitment

<u>Purchase Volume</u>	<u>Rate per Unit</u>
\$2,500 - 4,999	\$0.2300
5,000 - 9,999	0.2150
10,000 - 14,999	0.2000
15,000 - 24,999	0.1900
25,000 - 49,999	0.1750
50,000 - 99,999	0.1650
100,000 - 199,999	0.1600
200,000 - 299,999	0.1550
300,000 - +	0.1500

d. Retail Rate

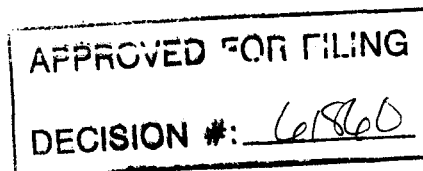
<u>Purchase Volume</u>	<u>Rate per Unit</u>
\$ 1 - 250	\$0.4000

.2 Retail Option - Generic Cards - The following rate schedules apply to the end-user. The retailer has the option of setting the retail rate at the following rates based on the level of purchase and/or commitment. If the retailer would prefer to sell at any of the retail rates above their specified purchase level of commitment, they may choose any of the preset rates listed below:

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.7 PhonePass Service (Cont'd)3.3.7.5 Usage Charges (Cont'd).2 Retail Option - Generic Cards (Cont'd)Option A - Generic Cards

<u>Purchase Volume</u>	<u>Rate per Unit</u>
\$ 250 - 2,499	\$0.4000
2,500 - 4,999	0.4000
5,000 - 9,999	0.4000
10,000 - 14,999	0.3500
15,000 - 24,999	0.3300
25,000 - 49,999	0.3000
50,000 - 99,999	0.2700
100,000 - 199,999	0.2500
200,000 - 299,999	0.2200
300,000 - +	0.2000

.3 Directory Assistance - Cards will be decreased by the following unit(s) for each use.

2 Units

3.3.8 LDDS WorldCom TalkAround Calling Card

3.3.8.1 - This Calling Card schedule applies to all customers who subscribe to one of the Company's residential long distance services.

3.3.8.2 Direct Dial Rate Schedule.1 Per Minute Rate Schedule applying to all Time Periods

Per Minute Rate \$0.3000

.2 Billing Increments

Calls are billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.

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DECISION #: 61860

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.8 LDDS WorldCom TalkAround Calling Card (Cont'd)3.3.8.2 Direct Dial Rate Schedule (Cont'd).3 Per Call Surcharge

- a. There is no Per Call Surcharge for direct dialed calls.
- b. The following Per Call Surcharge is in addition to the per minute rate found in .1 above and will apply to calls which default to a live operator only.

Per Call Surcharge \$0.5000

3.3.8.3 Operator Assisted Rate Schedule

This calling card schedule applies to all customers who place a call with the assistance of an operator.

.1 Per Minute Rates

Mileage Band	Day		Evening		Night/Weekend	
	1st Min.	Add'l. Min.	1st Min.	Add'l. Min.	1st Min.	Add'l. Min.
1 - 10	\$.2352	\$.1078	\$.1529	\$.0701	\$.1176	\$.0539
11 - 22	.2352	.1078	.1529	.0701	.1176	.0539
23 - 55	.3234	.1568	.2166	.1019	.1666	.0784
56 - 124	.3332	.1862	.2352	.1274	.1911	.0980
125 - 3000	.3528	.2352	.2646	.1519	.2254	.1274
3001 - +	.3724	.2744	.2744	.1862	.2499	.1519

.2 Billing Increments

LDDS WorldCom TalkAround Calling Card calls placed with the assistance of an operator will be billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.

.3 Per Call Surcharge

The following surcharge will apply in addition to the per minute rate found in .1 above

Per Call Surcharge:

Station-to-Station	\$1.50
Person-to-Person	\$3.00

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.8 LDDS WorldCom TalkAround Calling Card (Cont'd)

- 3.3.8.4 TalkAround Calling Card Association - The TalkAround Calling Card Association program is a benefit package offered in conjunction with basic residential TalkAround Calling Card which allows the individual users who are members or employees of the participating organization to receive additional product discounts. Members who elect to participate in the TalkAround Association program will receive a discounted flat rate for the service.

To qualify for this rate an organization generally must be a: (1) Trade Association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors or multiple representatives; (3) Non-profit organization, or (4) Buying group not organized merely to buy the Company's long distance for resale.

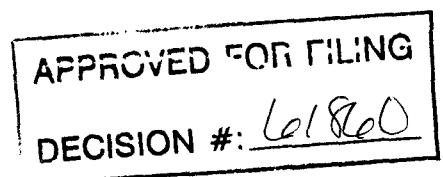
The qualifying organization must meet the following criteria to receive the special discounted rate:

- .1 Associations - Must have 5,000 or more professional members (e.g., Certified Public Accountants, American Medical Associations, State Bar Associations) and allow us to telemarket or direct mail their membership roster for promotional reasons.
- .2 Colleges/Universities - Must have 5,000 or more members and allow us to telemarket or direct mail their membership roster for promotional reasons.
- .3 Companies - Must have a minimum of 1,000 employees and allow us to telemarket or direct mail their employees for promotional reasons.
- .4 Direct Dialed Rate Schedule applying to all Time Periods:
Per Minute Rate \$0.20

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.8 LDDS WorldCom TalkAround Calling Card (Cont'd)3.3.8.4 TalkAround Calling Card Association (Cont'd)

.5 Billing Increments - Domestic calls are billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.

.6 Per Call Surcharge - There is no per call surcharge for Association direct dialed calls.

All other services for the TalkAround Calling Card Association will be the same services and rates as filed for the basic residential TalkAround Calling Card in the above Sections.

3.3.9 Intelenet3.3.9.1 Description

Intelenet offers a full service voice product for single or multi-location customers using switched or dedicated, and calling card origination and switched or dedicated toll-free termination. The Intelenet package includes a single flat rate for both peak and off-peak dedicated and switched usage and offers discounts for customers willing to sign a term commitment of month to month, twelve (12) or twenty-four (24) months and/or a willingness to commit to a specific dollar volume of monthly minimum usage.

The minimum monthly commitment will be based on net charges for service (after discounts have been applied) and must be reached by the fourth invoice period and monthly thereafter. Multiple services and/or multiple locations using Intelenet can contribute to the overall monthly commitment; however, the customer must allocate the minimum by service and location. All inbound and outbound domestic, outbound international, calling card, intrastate service and internet access charges, including local services (if applicable) contribute to determining the monthly minimum usage with the exception of enhanced fax, conference calling and non-recurring charges.

If a customer's monthly service usage charges for any month in the term are less than the monthly commitment agreed upon, the customer shall pay the company the difference between the monthly usage charges and the monthly commitment in addition to charges for service.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.9 Intelnet (Cont'd)3.3.9.1 Description (Cont'd)

When the customer has completed the term commitment, service will automatically be renewed for additional term(s) of the agreement unless the Company has received the customer's written notice to terminate the service on not less than sixty (60) days prior to the then existing term expiration date. Customers who terminate service prior to the end of the term in any manner other than stated will be liable for a service termination charge of an amount equal to the greater of the following, unless customer converts to another Company service with equal or greater term and minimum usage commitment:

- .1 If the termination becomes effective prior to the completion of the first year of the Customer Term, then the charge shall be an amount equal to the monthly billing commitment times the number of months remaining in Term through the expiration of the first year. If applicable, twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of remaining months in the Term beyond the first year) will also be included.
- .2 If the termination becomes effective after the completion of the first year, then the charge shall be an amount equal to twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of months remaining in the Term).

In addition, the customer will be required to repay any promotional credits that were applied, and any charges reimbursed or waived.

Upon execution of the Intelnet Service Agreement, the customer has ninety (90) days from the date service is made available in which to notify the Company in writing, either by certified or registered mail (return receipt requested), of customer's desire to cancel the Service Agreement without penalty or further obligation, except for charges incurred up to the date of termination, in the event that quality deficiencies solely caused by the Company in the provision of telecommunications service hereunder are demonstrated by customer to affect adversely and materially customer's telecommunications applications (such a termination under this clause constituting a Termination for Cause). A Termination for Cause shall not be effective unless customer has reported trouble on an ANI or circuit-specific basis to (and received

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.9 Intelenet¹ (Cont'd)

(T)

3.3.9.1 Description (Cont'd)

corresponding trouble ticket from) the appropriate Company Support Center and a period of not less than thirty (30) days after receipt of customer's written notice of termination has elapsed during which the Company fails to correct such quality deficiencies. Provided, nothing contained herein shall impose any liability on Company and customer's sole remedy shall be termination of the affected service as described.

Customer's Intelenet Service Agreement is subject to the general terms, and conditions and rates of this Tariff and/or Service or Credit Application forms executed in connection with the services provided herein.

3.3.9.2 Rate Periods

Peak - All calls that occur between 7:00 A.M. through 7:00 P.M. Monday through Friday, except on Company recognized holidays.

Off Peak - All calls that occur between 7:01 P.M. through 6:59 A.M. Monday through Thursday, and all calls between 7:01 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

3.3.9.3 Billing Increments

Intelenet is billed in eighteen (18) second initial increments and is rounded to the next higher six (6) second increment with the exception of calling card which is billed in sixty (60) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent.

3.3.9.4 Per Minute Base Maximum Schedule - Intelenet

(T)

	<u>Base Rates</u>
Switched Services	\$0.1370
Dedicated Services	\$0.0874

3.3.9.5 Discounts Applicable

A ten percent (10%) discount will apply towards intrastate usage.

¹ See Price List for current rates.

(N)

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SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.9 Intelenet¹ (Cont'd)3.3.9.6 Intelenet Calling Card Service

.1 Per Minute Maximum Rates applying to all time periods: (T)

\$0.2500

.2 Maximum Per Call Surcharge: (T)

\$0.4000

3.3.9.7 Monthly Recurring/Non-Recurring Charges

Intelenet for intrastate use is offered in connection with the Company's interstate Intelenet service. Accordingly, monthly recurring and non-recurring charges are found in the Company's interstate tariff, F.C.C. No. 2, Section 6.3.1.

3.3.9.8 Intelenet Association

The Intelenet Association program is a benefit package offered in conjunction with Intelenet, which allows the individual users who are members or employees of the participating organization to receive additional product discounts off of domestic interstate usage. Members who elect to participate in the Intelenet Association will receive Intelenet products and Calling card service.

To qualify for Intelenet association an organization generally must be a: (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non profit organization; or, (4) Buying group not organized merely to buy the Company's long distance for resale. The qualifying organization agrees to meet the following criteria within six (6) months of undertaking to qualify and thereafter maintain, and enters into a written agreement with the Company for marketing of the Company's services. The group's members who have subscribed to the Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

The Company will render monthly statements to the individual members and the statement received will show all appropriate discounts. All sums due from members are the sole property of the Company, and the Company shall have sole right to collect, enforce collection and settle such sums. The Intelenet member group shall receive a monthly report from the Company listing members of the group who subscribe to the Company service under this program.

¹ See Price List for current rates.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)**3.3 Other Service Arrangements (Cont'd)****3.3.9 Intelenet (Cont'd)****3.3.9.8 Intelenet Association (Cont'd)**

Unless otherwise specified in this tariff, member's usage of Company service under this plan cannot be used to qualify for any other benefits under this tariff or under other arrangements between the Company and third parties who undertake to market the Company's services. All other conditions of Intelenet will apply to Intelenet Association.

3.3.10 Total Solution Series 100SM Service**3.3.10.1 Description**

Total Solution Series 100SM Service is an offering that allows Customers to select a commitment level and shared and dedicated outbound and inbound service arrangements, obtain term plan discounts, and receive Peak and Off-Peak pricing (Off-Peak pricing only applies to intraLATA outbound service where available). Total Solution Series 100SM calls are flat rated, with discounts off the base rates available according to the commitment level and term plan selected by the Customer.

The Outbound Calling Service arrangement is a long distance switch-based service, which is available on either a shared or dedicated access basis. The usage is billed on a flat rated basis. Outbound Calling Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. Rates for Operator-assisted calls are set forth in WorldCom's Arizona Operator Services Tariff No. 1.

The Inbound Calling Service arrangement is a toll free switched access service, which permits calls to be completed at the Customer's location without charge to the calling party. This service is available on either a shared or dedicated basis. Access to the service is gained by an end user dialing a 10 digit telephone number (eg.800/888+NXX-XXXX) which will terminate at the Customer's location. The usage is billed on a flat rated basis. Toll Free Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. In addition, there is a non-recurring and monthly recurring toll free service number charge, which will be applied either on a "per toll free number" basis for shared access or on a "per routing arrangement" basis for dedicated access.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)**3.3 Other Service Arrangements (Cont'd)****3.3.10 Total Solution Series 100SM Service (Cont'd)****3.3.10.2 Commitment Levels and Term Plans**

Total Solution Series 100SM Service is available on a month to month basis or on an optional 1 or 2 year Term Plan. Discounts off the base rates are available to the Customer according to the commitment level and Term Plan selected by the Customer.

Total Solution Series 100SM Service is subject to a minimum monthly usage commitment (after the third full month following the initial installation of service for new Customers) based on the Customer's selected commitment level. The commitment level is calculated from the monthly total of usage generated from the following Company products: shared and dedicated domestic interstate and intrastate outbound and inbound service, international outbound, intraLATA, local service, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance, Operator Service, voice mail and conference calling.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's actual usage and the Customer's minimum monthly commitment. A Customer who terminates a Term Plan prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer. A Customer may terminate their Term Plan without liability under the following conditions:

- (1) The Customer requests, and remains on, a new Term Plan for a term and commitment level equal to or greater than their current Company Term Plan and commitment level.
- (2) A new Customer (who was not receiving services through the Company prior to execution of the Term Plan) provides written notification to cancel the Term Plan to the Company postmarked within 90 days of the commencement of the Term Plan. The Customer is responsible for payment of services used during this period.

Term Plans will be automatically renewed unless the Customer notifies the Company in writing to cancel the renewal within 30 days of expiration of the current Term Plan.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.10 Total Solution Series 100SM Service (Cont'd)3.3.10.3 Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and Term Plan selected by the Customer. Customers committing to Term Plans will receive an additional discount off the applicable Commitment Level discounted rate for qualifying interstate usage. To qualify for Term Plan Discounts, shared access Customers must select a minimum commitment level of at least \$250.00 per month, and dedicated access Customers must select a minimum commitment level of at least \$1,000.00 per month.

.1 Shared Outbound Discount

<u>Monthly Commitment Level</u>	<u>Month to Month</u>	<u>Term Plan</u>	
		<u>1 Year</u>	<u>2 Year</u>
\$ 0	0.00%	N/A	N/A
\$ 250	0.00%	5.00%	10.00%
\$ 500	0.00%	5.00%	10.00%
\$ 1,000	0.00%	5.00%	10.00%
\$ 2,500	0.00%	5.00%	10.00%
\$ 5,000	0.00%	5.00%	10.00%
\$ 10,000	0.00%	5.00%	10.00%
\$ 15,000	0.00%	5.00%	10.00%

.2 Dedicated Outbound Discount

<u>Monthly Commitment Level</u>	<u>Month to Month</u>	<u>Term Plan</u>	
		<u>1 Year</u>	<u>2 Year</u>
\$ 0	0.00%	N/A	N/A
\$ 250	0.00%	N/A	N/A
\$ 500	0.00%	N/A	N/A
\$ 1,000	0.00%	5.00%	10.00%
\$ 2,500	0.00%	5.00%	10.00%
\$ 5,000	0.00%	5.00%	10.00%
\$ 10,000	0.00%	5.00%	10.00%
\$ 15,000	0.00%	5.00%	10.00%

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.10 Total Solution Series 100SM Service (Cont'd)3.3.10.3 Discounts (Cont'd).3 Shared Inbound Discount

<u>Monthly Commitment Level</u>	<u>Month to Month</u>	<u>Term Plan</u>	
		<u>1 Year</u>	<u>2 Year</u>
\$ 0	0.00%	N/A	N/A
\$ 250	0.00%	9.52%	14.29%
\$ 500	0.00%	9.52%	14.29%
\$ 1,000	0.00%	9.52%	14.29%
\$ 2,500	0.00%	9.52%	14.29%
\$ 5,000	0.00%	9.52%	14.29%
\$ 10,000	0.00%	9.52%	14.29%
\$ 15,000	0.00%	9.52%	14.29%

.4 Dedicated Inbound Discount

<u>Monthly Commitment Level</u>	<u>Month to Month</u>	<u>Term Plan</u>	
		<u>1 Year</u>	<u>2 Year</u>
\$ 0	0.00%	N/A	N/A
\$ 250	0.00%	N/A	N/A
\$ 500	0.00%	N/A	N/A
\$ 1,000	0.00%	12.04%	16.67%
\$ 2,500	0.00%	12.04%	16.67%
\$ 5,000	0.00%	12.04%	16.67%
\$ 10,000	0.00%	12.04%	16.67%
\$ 15,000	0.00%	12.04%	16.67%

3.3.10.4 Rate Periods

Peak and Off-Peak rate periods are as follows:

<u>Non-Holiday Rate Periods</u>	<u>From</u>	<u>To But Not Including Days</u>
Peak	8:00 a.m. 5:00 p.m.	Mon-Fri
Off-Peak	5:00 p.m. 8:00 a.m.	Mon-Fri
	8:00 a.m. 8:00 a.m.	Sat-Sun
	8:00 a.m. 8:00 a.m.	Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.10 Total Solution Series 100SM Service¹ (Cont'd)

3.3.10.5	Maximum Usage Charges	Base Rate Per Minute		(T)
.1	<u>Outbound Calling Service</u>			
	Shared	\$ 0.1550		
	Dedicated	\$ 0.1100		
	Off-Peak Discount	0%		
.2	<u>Inbound Calling Service</u>			
	Shared	\$ 0.1650		
	Dedicated	\$ 0.1200		
.3	<u>Toll Free Number Charge</u>	Monthly Recurring	Non- Recurring	
	Shared charge per toll free number	\$ 10.00	\$ 15.00	
	Dedicated charge per routing arrangement	\$ 40.00	\$ 50.00	

3.3.11 MFS InteleplanSM Service3.3.11.1 Description

MFS InteleplanSM Service is a communications service that is available for use by residential customers twenty-four (24) hours a day. MFS InteleplanSM Service is offered in exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company (LEC) to the Company's MFS InteleplanSM Service, such that "1 + the 10-digit number" calls are automatically routed to the Company's network. Customers may originate MFS InteleplanSM Service from locations served by the Company, and may terminate in all locations within the State of Arizona.

MFS InteleplanSM Service is a flat-rated calling plan that is non-distance sensitive for direct-dialed long distance calling. Charges are based on the time period (Peak/Off-peak) when the call is placed. Peak and Off-peak time periods are defined in the following Section. Calls are billed in one-minute increments, with an initial billing period of one minute. A monthly recurring charge will apply to Customer accounts with usage (including Directory Assistance) of less than \$25.00. Customer accounts with usage in excess of \$500.00 per month will be assessed a surcharge, as specified below. The entire month's charges will be recalculated at the new rate level.

¹ See Price List for current rates.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.11 MFS IntelplanSM Service (Cont'd)3.3.11.1 Description (Cont'd)

Directory Assistance and Operator Services are available to MFS IntelplanSM Service subscribers subject to the provisions of Section 3.4 and WorldCom's OSP tariff No. 1.

3.3.11.2 Rate Periods

Peak and Off-Peak rate periods are as follows:

<u>Non-Holiday Rate Periods</u>	<u>From</u>	<u>To But Not Including</u>	<u>Days</u>
Peak	7:00 a.m.	7:00 p.m.	Mon-Fri
Off-Peak	7:00 p.m.	7:00 a.m.	Mon-Fri
	All Hours		Sat-Sun
	All Hours		Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

3.3.11.3 Usage Charges

	<u>Peak</u>	<u>Off-Peak</u>
Per Minute Rates	\$0.2700	\$0.1800
	<u>Monthly Recurring</u>	
Per Account	\$3.00	
	<u>Surcharge</u>	
Per Minute	\$0.02	

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.12 Total Solution GoldSM Service3.3.12.1 Description

Total Solution GoldSM Service is an offering which allows customers to select shared and dedicated outbound and inbound service arrangements, and obtain Term Plan discounts. Total Solution GoldSM calls are eligible for volume discounts based on total cross-contribution usage from all interstate and intrastate shared and dedicated outbound and inbound usage products (directory assistance and operator assistance are not contributory). Discounted rates apply retroactively, such that once the next dollar threshold is reached, the lower rate applies back to the first minute of usage for that billing period. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the volume discount cross-contribution calculation.

The Outbound Calling Service arrangement is a long distance switched access service, which is available on either a shared or dedicated basis. The usage is billed on a flat rated basis. Outbound Calling Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. Rates for Operator-assisted calls are set forth in MCI WorldCom's Arizona OSP Tariff No. 1.

The Inbound Calling Service arrangement is a toll free switched access service, which permits calls to be completed at the Customer's location without charge to the calling party. This service is available on either a shared or dedicated basis. Access to the service is gained by a end user dialing a 10 digit telephone number (e.g., 800/888 + NXX-XXXX) which will terminate at the Customer's location. The usage is billed on a flat rated basis. Toll Free Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. In addition, there is a non-recurring and monthly recurring Toll Free Service number charge, which will be applied either on a "per Toll Free Service number" basis for shared access or on a "per routing arrangement" basis for dedicated access.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.12 Total Solution GoldSM Service (Cont'd)3.3.12.2 Term Plans

Total Solution GoldSM Service is available at 1 or 2 year Term Plan rates. Term Plans are subject to a minimum monthly usage level of \$500 for shared access or \$2,500 for dedicated access after 90 days of initial service. Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's actual usage and the Customer's minimum monthly commitment. Term Plan threshold calculations will include usage charges from all intrastate and interstate switched outbound and inbound usage products (directory assistance and operator assistance are not contributory). Charges such as taxes, late payment fees and other service non-recurring and monthly recurring charges will not be included in the Term Plan usage threshold calculation. A Customer who terminates a Term Plan prior to the term's expiration will be required to pay in one lump sum an amount equaling the monthly minimum service usage charge times the number of months remaining in the term.

A Customer may terminate their Term Plan without liability under the following conditions:

- .1 The customer requests, and remains on, a new Term Plan for a term equal to or greater than the time remaining on their current Company Term Plan.
- .2 The Customer provides written notification to cancel the Term Plan to the Company postmarked within 90 days of the commencement of the Term Plan. The Customer is responsible for payment of services used during this period.

Term Plans will be automatically renewed unless the Customer notifies the Company in writing to cancel the renewal within 30 days of expiration of the current Term Plan.

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ORIGINAL3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.12 Total Solution GoldSM Service¹ (Cont'd)3.3.12.3 Rate Periods - Peak and Off-Peak rate periods are as follows:

Non-Holiday	To But Not		
<u>Rate Periods</u>	<u>From</u>	<u>Including</u>	<u>Days</u>
Peak	8:00 a.m.	5:00 p.m.	Mon-Fri
Off-Peak	5:00 p.m.	8:00 a.m.	Mon-Fri
	8:00 a.m.	8:00 a.m.	Sat-Sun
	8:00 a.m.	8:00 a.m.	Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

3.3.12.4 Usage Charges - Maximum (T).1 Outbound Calling Servicea. Shared - Per Minute Rates

Usage		
<u>Per Month</u>	<u>1 Year</u>	<u>2 Year</u>
\$0-\$249	\$0.1473	\$0.1395
\$250-\$999	\$0.1473	\$0.1395
\$1,000-\$2,499	\$0.1473	\$0.1395
\$2,500-\$4,999	\$0.1473	\$0.1395
\$5,000-\$9,999	\$0.1473	\$0.1395
\$10,000-\$19,999	\$0.1473	\$0.1395
\$20,000 +	\$0.1473	\$0.1395

b. Dedicated - Per Minute Rates

Usage		
<u>Per Month</u>	<u>1 Year</u>	<u>2 Year</u>
\$0-\$249	\$0.1045	\$0.0990
\$250-\$999	\$0.1045	\$0.0990
\$1,000-\$2,499	\$0.1045	\$0.0990
\$2,500-\$4,999	\$0.1045	\$0.0990
\$5,000-\$9,999	\$0.1045	\$0.0990
\$10,000-\$19,999	\$0.1045	\$0.0990
\$20,000 +	\$0.1045	\$0.0990

¹ See Price List for current rates.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.12 Total Solution GoldSM Service¹ (Cont'd)3.3.12.4 Usage Charges - Maximum (Cont'd)

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.2 Inbound Calling Servicea. Shared - Per Minute Rates

Usage		
<u>Per Month</u>	<u>1 Year</u>	<u>2 Year</u>
\$0-\$249	\$0.1473	\$0.1395
\$250-\$999	\$0.1473	\$0.1395
\$1,000-\$2,499	\$0.1473	\$0.1395
\$2,500-\$4,999	\$0.1473	\$0.1395
\$5,000-\$9,999	\$0.1473	\$0.1395
\$10,000-\$19,999	\$0.1473	\$0.1395
\$20,000 +	\$0.1473	\$0.1395

b. Dedicated - Per Minute Rates

Usage		
<u>Per Month</u>	<u>1 Year</u>	<u>2 Year</u>
\$0-\$249	\$0.1045	\$0.0990
\$250-\$999	\$0.1045	\$0.0990
\$1,000-\$2,499	\$0.1045	\$0.0990
\$2,500-\$4,999	\$0.1045	\$0.0990
\$5,000-\$9,999	\$0.1045	\$0.0990
\$10,000-\$19,999	\$0.1045	\$0.0990
\$20,000 +	\$0.1045	\$0.0990

¹ See Price List for current rates.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service¹

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3.3.13.1 Description

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate which is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

- .1 Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.
- .2 The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include, the amount stated at each level of the relevant discount schedule (e.g. \$100 - \$2499, \$2500 - \$4999, etc).
- .3 Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.

3.3.13.2 Definitions Applicable to Frame Relay ServiceAMI

Alternate Mark Inversion.

ASR

Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS

Bipolar with eight zero substitution.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Base Rate Charges

The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

¹ Effective January 6, 2003, this plan will no longer be available to new subscribers.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.2 Definitions Applicable to Frame Relay Service (cont'd)Committed Information Rate (CIR)

Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

DDS Service

DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

ESF

Extended Super Frame.

Frame Relay

ANSI ITU interface standard in which Customer translates variable length frames to the frame relay transport vendor.

Installation

The connection of a PVC or port for new, changed or an additional Service.

Kbps

Kilobits per second.

Local Access

The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider

An entity providing Local Access.

Mbps

Megabits per second.

Network Node (Node)

Customer physical location with an associated Port Connection and PVC.

Physical Change

The modification of an existing PVC or port at the request of the Customer.

Port Connection

Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

Public Frame Relay Network

Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.2 Definitions Applicable to Frame Relay Service (cont'd)PVC

Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

SF

Super Frame.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

3.3.13.3 Service Components

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

Metro PVC - A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

Metro Port - A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps	256 Kbps	512 Kbps	1.024 Mbps
128 Kbps	384 Kbps	768 Kbps	1.536 Mbps

The following CIR options are available for Metro PVCs:

16 Kbps	192 Kbps	512 Kbps	832 Kbps
32 Kbps	256 Kbps	576 Kbps	896 Kbps
48 Kbps	320 Kbps	640 Kbps	960 Kbps
56 Kbps	384 Kbps	704 Kbps	1.024 Mbps
64 Kbps	448 Kbps	768 Kbps	1.536 Mbps
128 Kbps			

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.4 Collocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the collocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually will commit.

3.3.13.5 Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

- .1 Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- .2 Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- .3 Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.5 Systems Security (cont'd)

- .4 Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.
- .5 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

3.3.13.6 Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.

3.3.13.7 Technical Standards.1 Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff.

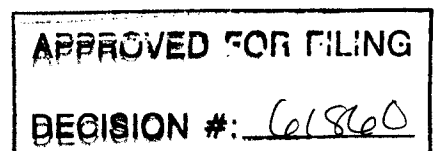
.2 Performance Specifications

ANSI T1-617 Annex D
ANSI T1-618
CCITT (ITU) Q.933 Annex A
CCITT (ITU) Q.922

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San Francisco, CA 94105



3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.8 Application of Nonrecurring and Ancillary Charges.1 Installation Charges

Charges apply when the Customer requests new or additional Service.

.2 Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.

.3 Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order.

- a. If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
- b. If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.
- c. An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
- d. When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.8 Application of Nonrecurring and Ancillary Charges (cont'd).4 Change of Order Charges

- a. Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.
- b. Administrative Charges
If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.
- c. Local Access Service Charges
Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

.5 Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

.6 Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

- a. Administrative Charges
If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.
- b. Re-engineering Charges
Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes which require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.8 Application of Nonrecurring and Ancillary Charges (cont'd).7 Application of Ancillary Chargesa. Collocation Charges

Collocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for collocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

3.3.13.9 Local Access Charges

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

3.3.13.10 Rates

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

.1 Monthly Recurring Charges

<u>Port</u>	<u>Charge</u>
56/64 Kbps	\$66.00
128 Kbps	\$150.00
256 Kbps	\$204.00
384 Kbps	\$246.00
512 Kbps	\$288.00
768 Kbps	\$324.00
1.024 Mbps	\$360.00
1.536 Mbps	\$396.00

CIR Charge

\$6.00 per 64 Kbps

.2 Non-Recurring and Ancillary Chargesa. Installation Charges

<u>Port</u>	<u>Non-Recurring Charge</u>
64 Kbps	\$300.00
128 Kbps	\$300.00
256 Kbps	\$300.00
384 Kbps	\$300.00
512 Kbps	\$300.00
768 Kbps	\$300.00
1.024 Mbps	\$300.00
1.536 Mbps	\$300.00

PVC Installation \$15.00 per PVC

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.10 Rates (cont'd).2 Non-Recurring and Ancillary Charges (cont'd)b. Ancillary Charges

Expedite Charge/Port	\$100.00
Cancellation Charge/Port	
Pre-Engineering	\$100.00
Post-Engineering	\$250.00
Date Change Charge/Port	\$100.00
Administrative Order Charge	No Charge
Non-Administrative Order Charge/Port	
Pre Engineering	\$100.00
Post Engineering	\$250.00
U.S. DS-0 ASR	\$25.00
U.S. DS-1 ASR	\$50.00

.3 Discount Schedule

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

<u>Monthly Revenue</u>	<u>Annual Revenue</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
\$ 100	\$ 1,200	1%	2%	3%	4%	5%
\$ 250	\$ 3,000	1%	2%	3%	4%	5%
\$ 500	\$ 6,000	1%	2%	3%	4%	5%
\$ 1,000	\$ 12,000	2%	3%	4%	5%	6%
\$ 2,000	\$ 24,000	5%	6%	7%	8%	9%
\$ 3,000	\$ 36,000	6%	7%	9%	10%	12%
\$ 4,000	\$ 48,000	7%	8%	10%	12%	14%
\$ 5,000	\$ 60,000	8%	10%	12%	14%	16%
\$ 7,000	\$ 84,000	9%	11%	14%	16%	18%
\$10,000	\$120,000	12%	14%	17%	19%	21%
\$15,000	\$180,000	13%	15%	18%	20%	22%
\$25,000	\$300,000	14%	17%	20%	23%	25%
\$50,000	\$600,000	16%	19%	22%	25%	27%

3.3.13.11 Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four, or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.11 Price Protection Plan (cont'd)

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

3.3.13.12 Revenue Plan Arrangements

- .1 Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.
- .2 From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.12 Revenue Plan Arrangements (cont'd)

- .3 The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.
- .4 Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."
- a. The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.
- b. The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic WorldCom Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.12 Revenue Plan Arrangements (cont'd)

- .5 Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:
- a. Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.
 - b. Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.
- .6 Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.12 Revenue Plan Arrangements (cont'd)

- .7 If Customer's Aggregate Base Rate Charge for any month in the Customer Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").
- a. The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.
- b. The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.
- .8 In the event:
- a. Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,
- b. Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,
- c. Service is terminated or suspended pursuant to the provisions of Section II;
- Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge") in an amount equal to the greater of the following:
- a. If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twenty-five percent (25%) of the balance of such monthly Minimum Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or

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.8 (cont'd)

- b. If the termination becomes effective after completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer Commitment Period; or
- c. If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (a), (b) or (c) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

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- .9 In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the *Service Commitment Period* relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (8)(c) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.
- .10 During the Customer Commitment Period, Customer shall have the option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's then-current pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section K preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.

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.10 (cont'd)

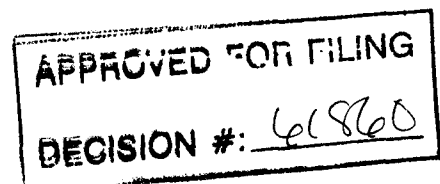
- a. If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.
- b. If Customer elects to exercise such option at any time within a period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.
- c. In the event a reduction (and only such reduction) in applicable charges pursuant to this Section causes the Aggregate Base Rate Charges to fall below the Minimum Monthly Commitment of the Revenue Plan then in effect, Customer may obtain a revision to the Minimum Monthly Commitment equal to the new level of Aggregate Base Rate Charges after applying the relevant Published Price to Qualifying Metro Frame Relay Service, provided, however, the applicable discounts shall also be adjusted to the corresponding Minimum Monthly level set forth in the discount schedules.

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- .11 Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:
- a. Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
 - b. The Replacement Metro Frame Relay Service is available; and,
 - c. The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.
 - d. Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

3.3.13.13 Warranties.1 Frame Relay Service Satisfaction Warranty

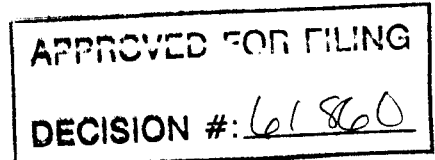
New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

- a. The Term for the Metro Frame Relay Service must be at least one (1) year.

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- b. A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.
- c. Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.
- d. Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.
- e. Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.13 Warranties (cont'd).1 Frame Relay Service Satisfaction Warranty (cont'd)

- f. In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level) service (collectively "Private Line Service"), and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

If Customer's Prior Network Configuration includes Private Line Service provided by carrier(s) other than Company (the "Prior Carrier"), then, for such service, Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

ISSUED: September 2, 1999
DECISION: #61860, DATED August 5, 1999

EFFECTIVE: September 7, 1999

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DECISION #: 61860

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.13 Metro Frame Relay Service (cont'd)3.3.13.13 Warranties (cont'd).1 Frame Relay Service Satisfaction Warranty (cont'd)

f. (cont'd)

**LEVEL OF
PRIVATE LINE SERVICE**

DS-0

DDS

FT-1

DS-1

Greater than DS-1

**PRIVATE LINE
SWITCH BACK REIMBURSEMENT
LIMIT PER CIRCUIT**

Up to \$2,000 in Qualified Charges

Up to \$2,500 in Qualified Charges

Up to \$4,500 in Qualified Charges

Up to \$5,000 in Qualified Charges

Up to \$7,000 in Qualified Charges

- g. In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

NETWORK PORT SPEED

56/64 Kbps

Greater than 56/64K but less
than 1.5 Mbps

1.5 Mbps

Greater than 1.5 Mbps

**FRAME RELAY SWITCH BACK
REIMBURSEMENT LIMIT PER PORT**

Up to \$1,500 in Qualified Charges

Up to \$2,500 in Qualified Charges

Up to \$5,000 in Qualified Charges

Up to \$6,000 in Qualified Charges

- h. Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e.g., canceled check/receipt) by Customer.
- i. Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

ISSUED: September 2, 1999

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DECISION #: 61860

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Arrangements (Cont'd)3.3.14 Bottom Line Business II¹

(T)

3.3.14.1 Description

Bottom Line Business II offers Customers a flat rate schedule that will apply to both outbound and inbound intrastate calls. Customer's must sign a Term Agreement of one (1) year and meet a monthly minimum commitment of \$50.00 for Customers of only one service (i.e. only outbound) or \$100.00 per month if the Customer has both outbound and inbound services. Calling Card usage will not contribute to the monthly minimum commitment and Association discounts will not apply. Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment.

The Term shall be extended automatically for an additional term of one (1) year, unless the Company receives the Customer's written notice to terminate this Agreement on not less than thirty (30) days prior to the then existing Term expiration date. Customers who terminate service prior to the end of the term in any manner will be liable for a termination charge of an amount equal to the monthly minimum billing commitment times the number of months remaining in the Customer's Term, unless the Customer converts to another Company service with equal or greater term and minimum usage commitment.

3.3.14.2 Maximum Rates

(T)

Outbound	\$.13
Inbound	\$.13
Monthly Charge Per Toll Free No.	\$4.00

¹ See Price List for current rates.

(N)

ISSUED: January 10, 2000

EFFECTIVE: February 10, 2000

DECISION:

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ADMINISTRATIVELY
APPROVED FOR FILING

3. **SERVICE DESCRIPTIONS AND CHARGES** (Cont'd)3.3 **Other Service Offerings** (Cont'd)3.3.15 **MCI WorldCom On-Net Service - Voice**3.3.15.1 **Description**

MCI WorldCom On-Net is an outbound, customized telecommunications service that may include an inbound service option using Business Line/WATS or Dedicated Access Line terminations and/or a virtual private network. It provides a service for single or multi-location companies using switched, dedicated and card origination, and switched termination. MCI WorldCom On-Net is suitable for calling between company locations.

Except as otherwise specified, all calls are subject to an 18-second minimum initial period and rounding to the next higher 6-second increment, except for Operator Assisted calls, which are subject to a 60-second initial period and rounding to the next 60-second increment. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

The rules and regulations governing the provision of service for toll free (inbound) service are identical to those for Toll-Free Service as filed in this Tariff, except where otherwise specified.

At the Customer's request and where feasible, the Company may permit the Customer to obtain other forms of access to the Customer's inbound service terminating location, or the Company may procure other forms of access to such location. All applicable recurring and non-recurring charges for such service will be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. The installation and monthly charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis. If the Company procures access for the Customer from the Local Exchange Carrier, the Customer's use of such access shall be in conformity with the regulations and other terms and conditions under which the Local Exchange Carrier provides such access.

This tariff is being offered to Arizona customers that originate and terminate calls within the State. Intrastate service is provided in conjunction with interstate MCI WorldCom On-Net service and is available only to customers subscribing to interstate service as provided in MCI WorldCom's interstate Tariff FCC No. 1 and FCC No. 2.

All Material Located On This Page Is New

MCI WorldCom Communications, Inc.

Arizona Tariff No. 1

ISSUED: September 2, 1999

EFFECTIVE: September 7, 1999

DECISION: #61860, DATED August 5, 1999

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DECISION #: 61860

ORIGINAL

3. **SERVICE DESCRIPTIONS AND CHARGES** (Cont'd)3.3 **Other Service Offerings** (Cont'd)3.3.15 **MCI WorldCom On-Net Service - Voice** (Cont'd)3.3.15.2 **Definitions applicable to MCI WorldCom On-Net Service**

The following definitions will apply for all usage rates:

"Local Network Connection": A switched connection between a customer premises and a MCI WorldCom Point of Presence which is provided by MCI WorldCom or a MCI WorldCom affiliate.

"Dedicated": A non-switched connection between a customer premises and a MCI WorldCom Point of Presence.

"Switched": A switched connection between a customer premises and a MCI WorldCom POP which is not provided by MCI WorldCom or a MCI WorldCom affiliate.

3.3.15.3 **Usage Rates**

The following per-minute usage rates will apply to outbound and inbound usage. Outbound usage charges are based on origination type, and inbound usage charges are based on termination type. Card usage is not available for inbound usage.

<u>Switched</u>	\$0.1476
<u>Dedicated</u>	\$0.0843
<u>Local Network Connection</u>	\$0.0830

For outbound calls with Local Termination or inbound calls with Local origination, a credit of \$0.01 per minute will apply. Dedicated origination is not available for inbound calls.

3.3.15.4 **Directory Assistance**

A charge of \$1.40 per call will be applied to all customers of MCI WorldCom On-Net Service requesting Directory Assistance for numbers within the state.

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3. **SERVICE DESCRIPTIONS AND CHARGES** (Cont'd)3.3 **Other Service Offerings** (Cont'd)3.3.15 **MCI WorldCom On-Net Service - Voice** (Cont'd)3.3.15.5 **MCI WorldCom On-Net Term Plan**

The MCI WorldCom On-Net Term Plan is a term plan, in lieu of all other tariffed term plans. Customers who subscribe to MCI WorldCom On-Net through the MCI WorldCom On-Net Term Plan are subject to the terms and conditions following:

- .1 **Eligible Intrastate charges** is the customer's total intrastate usage of the following, after the application of promotional and other discounts: intrastate inbound and outbound usage. Charges for the following are not included as eligible intrastate charges and will not receive Term plan Discounts: Directory Assistance usage and surcharges and Operator Assisted usage and surcharges.
- .2 **Term Commitment and Renewal Options:** A customer must commit to service for a term of service of either one, two, three, four, or five years. The term of service will commence no earlier than the fifteenth of the billing month in which the customer subscribes to the plan. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term unless the customer provides written notification to cancel the Term Plan, which must be received by MCI WorldCom no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.
- .3 **Early Termination Charges:**
 - a. **Cancellation or Discontinuance Without Liability:** If: (i) the customer's use of MCI WorldCom service under an MCI WorldCom On-Net Term Plan equals or exceeds the Customer's equivalent annualized minimum volume commitment and (ii) at the time of termination the customer is enrolled in a new MCI WorldCom On-Net Term Plan with a volume commitment which equals or exceeds the Customer's existing volume commitment, the customer may terminate service under the Term Plan without liability as follows: (i) the customer may terminate service at any time during the last three months of the term of service if the customer's new MCI WorldCom On-Net Term Plan's term commitment is one year; or (ii) the customer may terminate service at any time during the last six months of the term of service if the customer's new MCI WorldCom On-Net Term Plan's term commitment is equal to or greater than two years.

All Material Located On This Page Is New

MCI WorldCom Communications, Inc.

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DECISION: #61860, DATED August 5, 1999

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APPROVED FOR FILING

DECISION #: 61860

3. **SERVICE DESCRIPTIONS AND CHARGES** (Cont'd)3.3 **Other Service Offerings** (Cont'd)3.3.15 **MCI WorldCom On-Net Service - Voice** (Cont'd)3.3.15.5 **MCI WorldCom On-Net Term Plan** (Cont'd).3 **Early Termination Charges:**

- b. **Cancellation or Discontinuance With Liability:** Discontinuance of all services furnished under the Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to the Underutilization Charge for the year of termination plus 50 percent of each annual volume commitment for each year remaining in the unfulfilled term of service.

- .4 **Term Commitment/Discounts:** The following discounts will apply to the eligible intrastate charges based on the customer's term commitment.

<u>Term Commitment</u>	<u>Discount</u>
1 year	3%
2 year	6%
3 year	9%
4 year	9%
5 year	9%

.5 **Other Charges**

Non-Recurring Charges: The following non-recurring charges will apply:

	<u>Per Order</u>	<u>Per Location</u>
Installation	\$ 50	\$25
Expedite	600	N/A
Cancellation of Order	0	N/A
Service Conversion	50	N/A
Physical Change	50	N/A
Administrative Change	20	N/A

All Material Located On This Page Is New

MCI WorldCom Communications, Inc.

Arizona Tariff No. 1

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DECISION: #61860, DATED August 5, 1999

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DECISION #: 61860

3. **SERVICE DESCRIPTIONS AND CHARGES** (Cont'd)3.3 **Other Service Offerings** (Cont'd)3.3.15 **MCI WorldCom On-Net Service - Voice** (Cont'd)3.3.15.5 **MCI WorldCom On-Net Term Plan** (Cont'd).5 **Other Charges** (Cont'd)

Monthly Recurring Charges: The following monthly recurring charges will apply:

Shared Access Charge: A \$5.00 monthly minimum charge will apply to each customer location using switched access. The Customer will be charged the difference between the Customer's actual usage charges (including surcharges) and \$5.00 per location during each monthly billing period.

Service Fee: The following monthly service fee per service group per toll-free number will apply:

Business Line Terminations:	\$20.00
Dedicated Terminations:	\$50.00

All Material Located On This Page Is New

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.6 D Street Voice Service Calling Plan¹

T

Eligibility: To be eligible for this plan, customers:

- must subscribe to this plan via a Company-designated Internet site;
- must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;
- must subscribe to the D Street Voice Service Calling Plan as described in the service publication and pricing guide found at www.worldcom.com;
- may not receive service under any other term plan, including but not limited to any other Optional Calling Plan, other than LD and Local Online Calling Plan, and WorldCom On-Net Voice Services Term Plan;
- must pay a rate that is described as a non-residential, commercial, or business rate in the applicable local exchange service tariff for switched service; and,
- may not receive service under a Special Customer Arrangement.

Definitions: For purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as WorldCom On-Net Service Voice Outbound Service usage and Inbound Service usage that originate and terminates in one state.

Usage Charges:

Customers will be charged up to \$0.50 per minute for Eligible inbound and outbound Intrastate Service.

¹ Effective October 15, 2002, this plan will not be available to new subscribers.

N

ISSUED: September 13, 2002

EFFECTIVE: October 15, 2002

DECISION:

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APPROVED FOR FILING

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 3.3 Other Service Offerings (Cont'd)
 3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)

3.3.15.7 On-Net Plus Program

Eligibility: To be eligible for this program, customers:

- must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;
- must receive interstate service under Special Customer Arrangement (SCA) Guide Type 1, 2, 3, 4, 5, 6, 7, or 8 as described in the WorldCom's "Service Publication and Price Guide" located on the Company's website at www.worldcom.com;
- must be new business customers or existing business customers who is eligible for renewal of their contracts;

Maximum Usage Charges:

The following per-minute usage rates will apply to Intrastate Usage. Customers will be charged the following per minute rates for Inbound and Outbound Intrastate Service.

Outbound:

<u>Origination Type</u>	<u>Termination Type</u>	1 Year	2 Year
		<u>Per-Minute Rate</u>	<u>Per-Minute Rate</u>
Local Ntwk Conn	Local Ntwk Conn	0.3000	0.3000
Local Ntwk Conn	Dedicated	0.3000	0.3000
Local Ntwk Conn	Switched	0.3000	0.3000
Dedicated	Local Ntwk Conn	0.3000	0.3000
Dedicated	Dedicated/Switched	0.3000	0.3000
Switched	Local Ntwk Conn	0.3000	0.3000
Switched/Card	Dedicated	0.3000	0.3000
Switched/Card	Switched	0.3000	0.3000

Inbound:

<u>Origination Type</u>	<u>Termination Type</u>	1 Year	2 Year
		<u>Per-Minute Rate</u>	<u>Per-Minute Rate</u>
Local Ntwk Conn	Local Ntwk Conn	0.3000	0.3000
Local Ntwk Conn	Dedicated	0.3000	0.3000
Local Ntwk Conn	Switched	0.3000	0.3000
Switched/Card	Local Ntwk Conn	0.3000	0.3000
Switched/Card	Dedicated	0.3000	0.3000
Switched/Card	Switched	0.3000	0.3000

ALL MATERIAL ON THIS PAGE IS NEW.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.8 Agent Program:Eligibility:

To be eligible for this program, the Customer:

must subscribe to this program through a Company-designated agent;

may not receive any discounts or the benefits of any promotional offering;

may not receive service under any other term plan;

must subscribe to the WorldCom On-Net Voice Services Agent Program as described in WorldCom's "Service Publication and Pricing Guide" located on WorldCom's website at www.worldcom.com; and,

must subscribe to exchange service provided by the Company or a Company affiliate.

Term Commitment and Renewal Options: The Customer must commit to service for a term of either one or two years (Initial Term). The term of service will automatically renew on a month-to-month basis (Extended Term) upon expiration of its Initial Term and Extended Term(s), unless either the Customer or the Company provides written notification to terminate the term, which must be received by the other party no more than 60 days prior to the expiration of the existing term.

Usage Charges: The following per-minute rates apply during each monthly period of a Customer's term of service intrastate outbound usage which originates via Local Network Connection and terminates via switched and Toll Free usage that originates switched and terminates Local Network Connection.

All material on this page is new.

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ISSUED: July 10, 2002
DECISION:

EFFECTIVE: August 10, 2002

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.8 Agent Program: (Cont.)Maximum Per-Minute Rate

\$ 0.50

Classifications, Practices and Regulations:

Termination: Either the Customer or the Company may terminate this program for Cause. For purposes of this program only: (i) as to payment of invoices, "Cause" shall mean the Customer's failure to pay any invoice within 30 days after the date of the invoice; and, (ii) for all other matters, "Cause" shall mean a breach by the other party of any material provision of this program, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within 30 days after delivery of such notice.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.9 D Street Plus Voice Service Calling Plan

Eligibility: To be eligible for this plan, customers:

must subscribe to this plan via a Company-designated Internet site;

must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;

must subscribe to the D Street Plus Voice Service Calling Plan as described in the service publication and pricing guide found at www.worldcom.com;

may not receive service under any term plan, including but not limited to any other Optional Calling Plan, other than LD and Local Online Calling Plan, and WorldCom On-Net Voice Services Term Plan;

must pay a rate that is described as a non-residential, commercial, or business rate in the applicable local exchange service tariff for switched service; and,

may not receive service under a Special Customer Arrangement.

Definitions: For purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as WorldCom On-Net Service Voice Outbound Service usage and Inbound Service usage that originate and terminates in one state.

MAXIMUM Usage Charges:

Customers will be charged the following per minute rates for Eligible inbound and outbound Intrastate Service.

Switched	\$0.50
Dedicated	\$0.50

ALL MATERIAL ON THIS PAGE IS NEW

ISSUED: September 13, 2002

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DECISION:

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APPROVED FOR FILING

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.10 Local and Long Distance Service Plus Plan

Eligibility: To be eligible for this plan, customers:

must designate a Company affiliate as its exchange service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;

must subscribe to the Local and Long Distance Service Plus Plan as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com; ("Companion Interstate Service") and to certain exchange service as described in the appropriate Company-affiliate exchange service tariff ("Companion Local Service") concurrent with enrollment in this plan;

must subscribe to service under Special Customer Arrangement SCA Types 1, 2, 3, 4, 5, 6, 7 or 8 as described in The Guide.

Definitions:

For the purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as MCI WorldCom On-Net Service-Voice Outbound Service (excluding Card) usage that originates and terminates in one state.

"Eligible Interstate Usage" is defined as MCI WorldCom On Net Services Option 1 Outbound Service (excluding Card) usage that originates in the U.S. Mainland and Hawaii and terminates in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and CNMI.

"Existing customers" are customers who, at the time of subscription to the plan, are receiving service under this tariff and the document containing the Companion Interstate Service.

"New customers" are customers who, at the time of subscription to the plan, are not receiving service under this tariff and the document containing the Companion Interstate Service.

ALL MATERIAL ON THIS PAGE IS NEW

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.10 Local and Long Distance Service Plus Plan (Cont.)Maximum Monthly Recurring Charges:

A monthly recurring charge will apply for each Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Local Service. Offering A is available on a per-Local Line basis, Offering B is available on a per-Local Trunk basis and Offering C is available on a per-Local T-1 basis. The following Monthly recurring charges apply:

<u>Offering</u>	<u>Monthly Recurring Charge (per line, trunk or T-1)</u>
A	\$100.00
B	\$100.00
C	\$2,000.00

Benefits:

Offering A: Upon installation of Companion Interstate Service and Companion Local Service, the customer will receive unlimited Eligible Intrastate Service, Eligible Interstate Usage and unlimited exchange service usage as described in the Companion Local Service tariffs or other appropriate governing document.

Offering B and Offering C: Upon installation of Companion Interstate Service and Companion Local Service, the customer will receive an allotment of 1,250 minutes per monthly period per-Local Trunk or Per-Local T-1 that may be used for (i) Eligible Interstate Usage and (ii) Eligible Intrastate Service in that monthly period. Customers whose usage exceeds this allotment in any monthly period will be charged up to \$0.50 per minute for Eligible Intrastate Service that exceeds the allotment (Overage Usage Charge). When a call under this offering begins prior to the completion of customer's monthly allotment and ends after completion of the allotment, the customer will be charged up to \$0.50 per minute for Eligible Intrastate Service for the portion of the call occurring after completion of the allotment. For customers enrolling in this plan after the first day of a billing cycle, whose allotment begins after the first day of a billing cycle or whose enrollment in this plan ends before the last day of the billing cycle, the allotment will be pro-rated for that billing cycle. The portion of a Customer's allotment that is not exhausted at the end of a monthly billing period will not carry over to the next month. In addition, the customer will receive unlimited exchange service usage as described in Companion Local Service tariffs or other appropriate governing document.

ALL MATERIAL ON THIS PAGE IS NEW

ISSUED: December 6, 2002

EFFECTIVE: January 6, 2003

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ADMINISTRATIVELY
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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.10 Local and Long Distance Service Plus Plan (Cont.)

Discounts: These discounts are identical to, and shall not be in addition to, any discounts applicable to Companion Interstate Service and Companion Local Service.

Customers committing to a new term of service for 2 years or greater will receive up to a 25 percent discount on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts.

Customers who subscribe to Offering A and subscribe to this plan via a Company-designated Internet site and commit to a new term of service for 2 years or greater will receive up to a 25 percent discount on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts.

The Company will provide up to a 25 percent discount on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount the Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carrier's offer in absence of any further inducement, 2) commit to a new term of service for 2 years or greater.

Early Termination: Discontinuance of all services prior to the expiration of the committed term constitutes as discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to 25 percent of the average of the customer's highest 4 months of billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the unfulfilled term of service. If the terminated plan has been in effect for more than 18 months, only the most recent 18 months are included in the calculation of applicable termination charges.

ALL MATERIAL ON THIS PAGE IS NEW

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.10 Local and Long Distance Service Plus Plan (Cont.)

Termination of Service: The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other service offerings under this tariff:

For existing customers who disconnect Companion Local Service only offered in MCImetro Access Transmission Services, LLC, Arizona Tariff No. 1, the plan service offered under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically re-subscribed to the service offering under this tariff and The Guide to which the customer subscribed at the time of subscription to this plan.

For existing customers who disconnect Companion Local Service offered in MCImetro Access Transmission Services, LLC, Arizona Tariff No. 1 and Companion Intrastate Service, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will then be automatically re-subscribed to the service offering under The Guide to which the customer subscribed at the time of subscription to this plan.

For new customers who disconnect Companion Local Service only offered in MCImetro Access Transmission Services, LLC, Arizona Tariff No. 1, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide and MCI WorldCom On-Net Service-Voice under this tariff.

ALL MATERIAL ON THIS PAGE IS NEW

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.15 MCI WorldCom On-Net Service - Voice (Cont'd)3.3.15.10 Local and Long Distance Service Plus Plan (Cont.)Termination of Service:

For new customers who disconnect Companion Local Service offered in MCImetro Access Transmission Services, LLC, Arizona Tariff No. 1 and Companion Intrastate Service, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide and MCI WorldCom On-Net Service-Voice under this tariff for intrastate interLATA service only.

Other Conditions:

Services under this plan may not receive the benefits of any discounts or promotions including any term plan discounts except that customers will receive the benefits of the On-Net Plus Program for Domestic Intrastate Inbound Service and Intrastate Card Service Usage.

If Customer receives service under SCA Types 6, 7 and 8 and subscribes to domestic long distance service in combination with this plan, any discounts applicable to long distance service will apply to Overage Usage Charges.

Customers who subscribe to service via a company-designated Internet site will receive Electronic Billing invoicing only.

ALL MATERIAL ON THIS PAGE IS NEW

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd)3.3.16 Agency Program A

Customers who subscribe to service through an agent of the Company with whom prior arrangements have been made will be charged the rates specified below for domestic service.

A) Description

Agency Program A offers 1 + , dedicated outbound, inbound, and calling card service during all time of day rate periods. Customers must commit to a one-year term of service with a monthly minimum volume requirement (MVR) of either \$100 or \$1000. Customers who sign up with a \$1000 monthly minimum volume requirement must have at least one dedicated line used to access this service.

B) Term Plans

These charges will apply in addition to all incurred usage charges. Term plan customers are also subject to the following provisions:

Underutilization: For each monthly period of a customer's term of service in which a customer's Agency Program A usage charges (including intrastate usage, but not including any other applicable charges imposed by the Company or a third party) fail to equal or exceed the applicable monthly minimum volume requirement, the customer will be billed and required to pay an amount equal to the difference between the customer's actual usage and the applicable monthly minimum.

Termination with Liability: If a customer terminates service prior to the expiration of the customer's term of service under this plan, the customer will be billed and required to pay an amount equal to the applicable monthly minimum for each monthly remaining in the customer's term of service at the time of actual termination.

C) Billing Increments: 1 + , dedicated outbound, inbound and card calls will be subject to an 18-second minimum initial period and rounding to the next higher 6-second increments. If the computed charge for a call includes a fraction of a cent, the charge will be rounded to the nearest whole cent.D) Rates: 1 + , Dedicated Outbound and Inbound Service: Customers will be charged up to the following maximum per minute rates for 1 + , dedicated outbound, and inbound intrastate/intralata calls.

	<u>Switched</u>	<u>Dedicated</u>
Outbound/Inbound	\$0.2100	\$0.1300

Calling Card: Customers will be charged up to \$1.75 per minute for calling card calls A per call surcharge of up to \$2.00 will apply to all card calls.

All material on this page is new.

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Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd).3.3.20 MCI Business Services I

MCI Business Services I is an outbound, customized telecommunications service that may include an inbound service option using Business Line or Dedicated Access Line terminations and/or a virtual private network. MCI Business Services I provides a service for single or multi-location companies using switched, dedicated and card origination, and switched and dedicated termination. MCI Business Services I is suitable for calling between company locations.

Except as otherwise specified, all MCI Business Services I calls are subject to an 18-second minimum initial period and rounding to the next higher 6-second increment, except for Operator Assisted calls, which are subject to a 60-second initial period and rounding to the next 60-second increment. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

The rules and regulations governing the provision of service for toll free (inbound) service are identical to those for MCI 800 Service as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com, except where otherwise specified.

This service is being offered to Arizona customers that originate and terminate calls within the State. Intrastate service is provided in conjunction with interstate MCI Business Service I service and is available only to customers subscribing to interstate MCI Business Services I and Product Packages Guide Types 13, 14, 15 or 16 as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com. All terms and conditions, term plans, optional features, fees, discounts, feature packages, access charges and surcharges will apply pursuant to (The Guide).

N

N

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd).3.3.20 MCI Business Services I (Cont.)

N

.3.3.20.1 UsageDefinitions

The following definitions will apply for all usage rates:

Local Network Connection: A switched connection between a customer premises and an MCI Point of Presence which is provided by MCI or an MCI affiliate.

Dedicated: A non-switched connection between a customer premises and an MCI Point of Presence.

Switched: A switched connection between a customer premises and an MCI POP which is not provided by MCI or an MCI affiliate.

Card: Call origination using an MCI Business Services I Card.

.3.3.20.1.1 Maximum Outbound Rates: The following per-minute rates will apply to MCI Business Services I usage. Usage charges are based on origination type.

<u>Origination</u>	<u>Termination</u>	<u>Per-Minute Rate</u>
<u>Type</u>	<u>Type</u>	
Local Network Connection	Local Network Connection	0.50
Local Network Connection	Dedicated	0.50
Local Network Connection	Switched	0.50
Dedicated	Local Network Connection	0.50
Dedicated	Dedicated	0.50
Dedicated	Switched	0.50
Switched	Local Network Connection	0.50
Switched/Card	Dedicated	0.50
Switched/Card	Switched	0.50
Card	Local Network Connection	0.50

N

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Other Service Offerings (Cont'd)

.3.3.20 MCI Business Services I (Cont.)

.3.3.20.1.1 Usage (Cont.)

.3.3.20.1.3 Usage Rates for Operator Assisted Calling: The following charges apply to outbound Operator Assisted calls made by customers using switched (including MCI Business Services I card Access) and dedicated access.

Classification (a): (a) Calls made from MCI pre-subscribed payphones or institutional phones and which are completed with the assistance of an operator. For calls dialed within classification (a), (excluding collect calls and calls which are billed by a third party), the usage rates found in MCI WorldCom Communications, Inc, ACC Tariff No. 2, Section C-3.12 will apply.

Classifications (c) and (d): (c) Calls made from private phones¹ pre-subscribed to MCI and which are completed with the assistance of an operator; d) Calls made from private phones¹ / which are not pre-subscribed to MCI, but are placed by dialing 1010222 or any other MCI carrier identification code and which are completed with the assistance of an operator; For calls dialed within classifications (c) and (d) (excluding collect calls and calls which are billed by a third party), the usage rates found in MCI WorldCom Communications, Inc, ACC Tariff No. 2, Section C-3.11 will apply.

¹

Available only to customers in equal access exchange areas.

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd).3.3.20 MCI Business Services I (Cont.).3.3.20.1.1 Usage (Cont.).3.3.20.1.3 Usage Rates for Operator Assisted Calling: (Cont.)

.3.3.20131 Operator Services Maximum Surcharges: Except as specified below, all calls in classifications (a), (c) and (d), as specified in MCI WorldCom Communications, Inc, ACC Tariff No. 2, Section C-3.11 and C-3.12 (excluding collect calls and calls which are billed by a third party), the undiscountable surcharges, as set forth in MCI WorldCom Communications, Inc, ACC Tariff No. 2, Section C-3.11 and C-3.12, will apply.

Operator Station	\$6.00
Person to Person	\$10.00
Operator Dialed	\$5.00

.3.3.2014 Directory Assistance: An undiscountable charge per call will be applied to each call requesting Directory Assistance, subject to the provisions and rates set forth in Section 3.3.15.4 herein.

.3.3.2015 Toll Free Remote Access: Allows access to the customer's MCI Business Services I network via a customer specific toll free number from anywhere in the U.S. This feature is available for calling within the customer's private network, with both 7- and 10-digit dialing plans, via switched access only. This feature is not available via MCI Business Services I Card Access. A per call charge up to \$1.00 applies to each MCI Business Services I Toll Free Remote Access call which originates and terminates within the state. This per-call charge applies in addition to applicable usage charges as described above in Section C-3.3.3.20.1.1.

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd).3.3.20 MCI Business Services I (Cont.).3.3.20.2 MCI Business Services I Term Plan

The MCI Business Services I Term Plan is a term plan, in lieu of all other tariffed term plans. Customers who subscribe to MCI Business Services I through the MCI Business Services I Term Plan are subject to the terms and conditions outlined in The Guide, except for the discount on eligible intrastate charges as defined below.

Eligible Intrastate charges is the customer's total intrastate usage of the following, after the application of promotional and other discounts: intrastate inbound and outbound usage and MCI Business Services I Card, MCI Business Services I Remote Access (including surcharges). Charges for the following are not included as Eligible Volume and will not receive MCI Business Services I Term Plan discounts: Directory Assistance usage and surcharges and Operator Assisted usage and surcharges.

Term Commitment/Discounts: The following discounts will apply to the eligible intrastate charges based on the customer's term commitment.

<u>Term Commitment</u>	<u>Discount</u>
1 year	3%
2 year	6%
3 year	9%
4 year	9%
5 year	9%

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.4 Miscellaneous Charges3.4.1 Directory Assistance

Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

A credit allowance for a Directory Assistance call will be provided for one call during a billing period and if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

Directory Assistance rate per call will not exceed \$.72.

3.4.2 Trouble Location Charges

The Customer shall be responsible for payment of a maintenance of facilities charge for visits by Company to the Customer's premises. These charges may also involve trouble reports resulting from equipment provided by others than Company, in which event no credit will be allowed for interruptions involved, or in the event the trouble is not found in Company's facilities and the Customer has specifically requested a dispatch of Company personnel.

3.4.2.1 Hourly Rates

Basic Rate (Monday through Friday 8AM-5PM) \$50.00

Overtime Rate \$75.00

(work initiated prior to the Basic Rate period and completed during the Basic Rate period or work initiated during the Basic Rate period and completed after the Basic Rate period during weekdays)

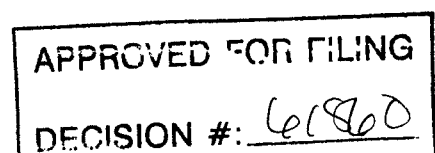
Premium Time (all other times) \$100.00

(If a Company employee is called out at a time not consecutive with his scheduled work period is subject to a minimum charge of four hours.)

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San Francisco, CA 94105



3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.4 Miscellaneous Charges

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.5 Promotional Offerings

Certain promotional offerings may be provided from time to time via this tariff upon approval of the Arizona State Corporation Commission. These promotional offerings may only apply to certain services, and may be limited to certain dates, times, and locations.

3.5.1 Home Advantage Promotion - Until further notice, Company will offer, to new customers of its Home Advantage Service, a waiver of the monthly recurring charges, regardless of the customer's total monthly usage.

3.5.2 USAdvantage Promotion

Through March 31, 1998, the Company will offer existing small business customers of switched service, who are willing to sign a 1 or 2 year Term Agreement and commit to a specific monthly dollar amount, a discounted flat rate schedule that will apply to both inbound and outbound intrastate calls. In addition, there will be a monthly fee per toll free number. The minimum monthly usage levels that will apply under this promotion are \$250.00, \$500.00, \$1,000.00 and \$1,500.00. Customers must meet the minimum usage threshold each month depending on the level the customer chooses.

When the Customer has completed the term commitment, service will automatically be renewed for additional term(s) of the agreement unless the Company has received the Customer's written notice to terminate the service on not less than thirty (30) days prior to the then existing term expiration date. Customers who terminate service prior to the end of the term in any manner other than stated will be liable for a service termination charge of the following, unless Customer converts to another Company service with equal or greater term and minimum billing commitment:

1. if the termination becomes effective prior to the completion of the first year of the Customer Term, then the charge shall be an amount equal to the monthly billing commitment times the number of months remaining in the term through the expiration of the first year.
2. if the termination becomes effective after the completion of the first year, then the charge shall be an amount equal to twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of months remaining in the Term.)

Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent. No other discounts apply under this offer and this offer cannot be combined with any other promotions and/or offers unless specified by the Company.

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3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.5 Promotional Offerings (Cont'd)3.5.2 USAdvantage Promotion (Cont'd)

Switched Outbound/Inbound Per minute rates

	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>Toll Free # Charge</u>
All Levels	\$0.1450	\$0.1450	\$3.00/number

3.5.3 Home State Saver Promotion

Through March 31, 1998, the Company will offer existing small business customers of switched service, billing monthly between \$250.00 and \$2,000.00, who are willing to sign a 1 or 2 year Term Agreement a discounted flat rate schedule that will apply to both inbound and outbound intrastate calls. In addition, there will be a monthly fee per toll free number.

When the Customer has completed the term commitment, service will automatically be renewed for additional term(s) of the agreement unless the Company has received the Customer's written notice to terminate the service on not less than thirty (30) days prior to the then existing term expiration date. Customers who terminate service prior to the end of the term in any manner other than stated will be liable for a service termination charge of the following, unless Customer converts to another Company service with equal or greater term:

1. if the termination becomes effective prior to the completion of the first year of the Customer Term, then the charge shall be an amount equal to \$250.00 times the number of months remaining in the term through the expiration of the first year.
2. if the termination becomes effective after the completion of the first year, then the charge shall be an amount equal to twenty-five percent (25%) of \$250.00 times the number of months remaining in the Term.

Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent. No other discounts apply under this offer and this offer cannot be combined with any other promotions and/or offers unless specified by the Company.

Switched Outbound/Inbound Per Minute Rates

<u>1 Year Term</u>	<u>2 Year Term</u>	<u>Toll Free # Charge</u>
\$0.1300	\$0.1200	\$3.00/number

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4. GRANDFATHERED SERVICES

Services listed in this section are available for previously existing Customers only.

4.1 Product Types4.1.1 "The Answer" Family of Services

4.1.1.1 "The Answer" is a family of service offerings that offers a unified service for single or multi-location Customers using switched, dedicated, and OnLINE card origination and switched or dedicated toll free (in WATS) termination. "The Answer" package includes the availability of switched and dedicated access termination with peak and off peak rates, volume discounts, accounting codes, call detail, and a consolidated invoice for all locations. Optional features are described in the Company's Domestic tariff. All fractional per call charges will be rounded to the nearest whole cent.

"The Answer" I is available as an outgoing switched product with origination via FGD, equal access lines. "The Answer" II is available as an outgoing dedicated product via Customer-provided dedicated access line (DAL) or T-1 access. "The Answer" III is a toll free product via regular business lines. "The Answer" IV is a toll free product via Customer-provided dedicated access line (DAL) or T-1 service. "The Answer" V OnLine World Calling Card is available as a calling card service.

4.1.1.2 Billing Increments - "The Answer" products are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment (except International which is billed in thirty (30) second initial increments and are rounded to the next higher six (6) second increment). "The Answer" V Online Calling Card usage is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter.

4.1.1.3 Per Minute Rate Schedule - "The Answer" I, II, III & IV:
Per minute rates apply as shown below. In addition, a volume discount will apply to each month's total Peak usage as specified below.

"The Answer" I

<u>Peak</u>	<u>Off Peak</u>
\$.1830	\$.1464

"The Answer" III

<u>Peak</u>	<u>Off Peak</u>
\$.2140	\$.1712

"The Answer" II

<u>Peak</u>	<u>Off Peak</u>
\$.1348	\$.1079

"The Answer" IV

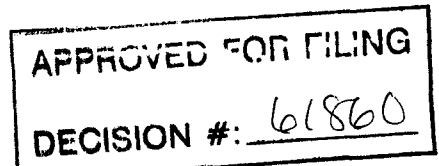
<u>Peak</u>	<u>Off Peak</u>
\$.1445	\$.1156

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.1 "The Answer" Family of Services (Cont'd)4.1.1.4 "The Answer" V - OnLine Calling Card Service.1 Direct Dial Rate Schedule:

Per Minute Rates:

<u>Time of Day</u>	<u>Rate Per Minute</u>
Peak	\$0.30
Off-Peak	\$0.30

.2 Billing Increments:

Usage is billed at an initial 60 second increment and rounded to the next higher 6 second increment thereafter.

.3 Per Call Surcharge

- (a) The following surcharge will apply in addition to the per minute rates found in (.1) preceding.

Per Call Surcharge \$0.65

- (b) The following surcharge is in addition to the per minute rates found in (.1) preceding and will apply to calls which default to a live operator.

Per call Surcharge \$0.65

4.1.1.5 "The Answer" V - Online Operator Assisted Rate Schedule

.1 If a Customer chooses to access an Operator to place a call, the call will be billed at per minute rates (Dial USA) as provided in Section 3.1.2.1.

.2 Billing Increments - All "The Answer" V Online World calling card calls placed with the assistance of an operator will be billed in one (1) minute increments.

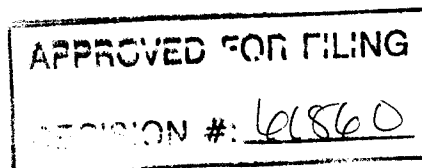
.3 Per Call Surcharges - The following surcharge will apply in addition to per minute rates.

	<u>Per Call Charge</u>
Station-to-Station	\$1.50
Person-to-Person	\$3.00

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.1 "The Answer" Family of Services (Cont'd)4.1.1.5 "The Answer" V - OnLine Operator Assisted Rate Schedule (Cont'd).4 Volume Discount

A volume discount will apply to each month's total domestic (Peak) usage as specified below and is calculated on a retroactive amount basis. Total intrastate, interstate and international usage for all Answer products of the same term length may be combined to reach the appropriate discount level. "The Answer" V Online World Calling Card calls are added to the total of monthly usage to determine the appropriate discount. Off peak usage and International usage contributes to volume discount but are not eligible for discount.

"The Answer" I, II, III, IV
or "The Answer" V OnLine Calling Card

----- % Discount -----

<u>Monthly Usage (\$)</u>	<u>12 Month ESP</u>		<u>24 Month ESP</u>		<u>36 Month ESP</u>	
	<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>	<u>Off Peak</u>
\$0 - \$249.99	0%	0%	0%	0%	0%	0%
\$250 - \$999.99	12%	7%	15%	10%	17%	12%
\$1,000- \$2499.99	14%	7%	17%	10%	19%	12%
\$2,500- \$4999.99	16%	7%	19%	10%	21%	12%
\$5,000- \$7499.99	18%	7%	21%	10%	23%	12%
\$7,500- \$9999.99	20%	7%	23%	10%	25%	12%
\$10,000-\$24999.99	22%	7%	25%	10%	27%	12%
\$25,000-\$49999.99	24%	7%	27%	10%	29%	12%
\$50,000 plus	26%	7%	29%	10%	31%	12%

NOTE: Service grandfathered 11/15/94.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.2 Performance Services4.1.2.1 Performance 2000 Services

This service offering allows the Customer to select outward, inward and/or travel service arrangements as provided below and to obtain Performance 2000 Term Plan discounts. The Performance 2000 Services consist of three levels: Level I - no per invoice billing commitment; Level II - \$1,500 per invoice billing commitment or the Customer is charged the difference; and Level III - \$4,500 per invoice billing commitment or the Customer is charged the difference. The Level I service is limited to the One Plus, Toll Free and Calling Card service arrangements. Outbound calls may be terminated to any point within the United States. Inbound calls may originate from any point within the contiguous United States and Canada. Calls may be originated and/or terminated via Company switched facilities and/or via dedicated facilities. Level II dedicated access cities are limited to Los Angeles and San Francisco. Intrastate service is offered in conjunction with interstate service. Some restrictions may apply.

.1 Service Arrangementsa. Performance 2000 One Plus

This service option is an outward calling shared access service arrangement available to Customers who presubscribe to the Company's service. Usage rates are time-of-day sensitive. Calls are billed in six second increments.

b. Performance 2000 Toll Free

This service option is an inward calling termination arrangement available via shared and dedicated access facilities. Usage rates are time-of-day sensitive. Calls are billed in six second increments. A minimum average time requirement (MATR) of thirty seconds per call applies during a billing period.

Optional features as described in the Company's Domestic Interstate Tariff are available to subscribers at stated charges.

4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.2 Performance Services (Cont'd)4.1.2.1 Performance 2000 Services (Cont'd).1 Service Arrangements (Cont'd)c. Performance 2000 Calling Card

This service option is an outward calling shared access arrangement which allows a Customer to originate calls through use of a Company calling card via a Toll Free Universal Access Number. Usage rates are time-of-day sensitive. Calls are billed in one minute increments.

d. Performance 2000 WATS

This service option is an outward calling dedicated access arrangement subject to installation and other service charges as described in the Company's Interstate Domestic Tariff. Usage rates are time-of-day and distance sensitive. Calls are billed in six second increments. A minimum average time requirement (MATR) of thirty seconds per call applies during a billing period.

.2 Per Minute Domestic Rates:

a.	<u>Usage Charges</u>		
	<u>Mileage Bands</u>	<u>Peak</u>	<u>Off-Peak</u>
<u>Level I:</u>			
One Plus	All	\$.1150	\$.1700
Toll Free:			
Switched	All	\$.1806	\$.1300
Dedicated	All	\$.1179	\$.1061
Calling Card *	All	\$.2500	\$.2500
<u>Level II:</u>			
One Plus	All	\$.1525	\$.1300
Toll Free:			
Switched	All	\$.1800	\$.1300
Calling Card *	All	\$.2500	\$.2500
<u>Level III:</u>			
One Plus	All	\$.1500	\$.1300
Toll Free:			
Switched	All	\$.1764	\$.1300
Dedicated	All	\$.1275	\$.1150
Calling Card *	All	\$.2500	\$.2500
WATS	All	\$.1471	\$.1324

* A \$0.25 surcharge applies to each call.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.2 Performance Services (Cont'd)4.1.2.1 Performance 2000 Services (Cont'd).2 Per Minute Domestic Rates: (Cont'd)b. Rate Periods

Peak rates apply weekdays between 7:00 a.m. to 7:00 p.m. Off-peak rates apply to all other times and on holidays.

4.1.2.2 Performance 4000 Services

Performance 4000 Service offers a unified service for single or multi-location Customers using both switched and dedicated inbound and outbound service, a calling card and international service. Performance 4000 has been designed especially for the larger Customer billing over \$7,500 a month, with the availability of peak and off-peak rates, calling card services and offering a discount for Customers willing to sign a term commitment of either twelve (12), twenty-four (24) or thirty-six (36) months and/or a willingness to commit to a specific dollar volume of monthly minimum usage. There are five (5) levels of Performance 4000 which are described as follows:

- Level I - Requires a monthly minimum billing commitment of \$7,500; if the minimum is not reached the Customer is charged the difference.
- Level II - Requires a monthly minimum billing commitment of \$15,000; if the minimum is not reached the Customer is charged the difference.
- Level III - Requires a monthly minimum billing commitment of \$25,000; if the minimum is not reached the Customer is charged the difference.
- Level IV - Requires a monthly minimum billing commitment of \$50,000; if the minimum is not reached the Customer is charged the difference.
- Level V - Requires a monthly minimum billing commitment of \$75,000; if the minimum is not reached the Customer is charged the difference.

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5. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.2 Performance Services (Cont'd)4.1.2.2 Performance 4000 Services (Cont'd)

Multiple services and/or multiple locations using Performance 4000's services can contribute to the overall monthly minimum commitment. Domestic Toll Free, Domestic and International outbound calls contribute to determining monthly minimum usage. Operator Services usage is not included in determining monthly minimum usage.

Customers must reach the minimum monthly usage requirement associated with their selected Performance 4000 Level by the fourth invoice period and monthly thereafter.

Peak and off peak rates, rate periods and billing increments can be found in the following Section. Performance 4000 Services for intrastate use are sold as an add-on service to the Company's interstate Performance 4000 Services. Accordingly, recurring and non-recurring charges are found in the Company's interstate tariff, FCC No. 2, Section 6.3.1..

.1 Performance 4000 Term Plan - Performance 4000 Services are available to Customers through a Term Plan option if the Customer agrees to commit to such service for a term of twelve (12), twenty-four (24) or thirty-six (36) months. Customers who elect the Term Plan Option will receive a discount off their selected option's domestic rates. Customers who elect the Performance 4000 Term Plan option are subject to the following:

- a. Customers must indicate what Performance 4000 Level is to be included in the term plan. The rates provided under this option become effective with the first full month's usage.
- b. Customers who fall below the monthly minimum usage requirement for the plan selected will be billed the difference between actual usage and the monthly minimum required.
- c. Customers who terminate service prior to the end of the term of commitment will be billed a termination liability consisting of the monthly minimum of the selected plan option multiplied by the number of months remaining in the commitment, due and payable upon termination in a lump sum. This charge will not apply to Customers who convert from a Performance 4000 service to another Company service with equal or greater term and minimum usage requirement commitments.

4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.2 Performance Services (Cont'd)4.1.2.2 Performance 4000 Services (Cont'd)

.1 (Cont'd)

d. All Customer requests to commence or terminate a Performance 4000 Term Plan must be made in writing to Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by Company within this timeframe, the Performance Term Plan agreement will be automatically renewed for a new term of commitment. The Customer has ninety (90) days from the date service is made available in which to notify Company in writing of the Customer's desire to cancel this agreement without further obligation.

e. Performance 4000 Term Plan is not available with Operator Services, Ultimate Call Manager, other Fixed Period Discount Plans or any promotions not associated with this plan.

.2 Usage Chargesa. Rate PeriodsPeak

All calls that occur between 7 A.M. through 7 P.M. Monday through Friday, except on Company-recognized holidays.

Off Peak

All calls that occur between 7:01 P.M. through 6:59 A.M. Monday through Thursday, and all calls between 7:01 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

b. Billing Increments

Performance 4000 Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment. A minimum average time requirement (MATR) of thirty (30) seconds per call applies during a billing period for switched outbound and calling card. Performance 4000 Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.2 Performance Services (Cont'd)4.1.2.2 Performance 4000 Services (Cont'd).2 Usage Charges (Cont'd)c. Per Minute Rate Schedules

Performance 4000 Level I and II Customers will receive the following rates:

	(1)	<u>Switched Per Minute Rate</u>		
		Month to 12 Month 24/36 Month		
		<u>Month</u>	<u>Term</u>	<u>Term</u>
Outbound		\$.1500	\$.1450	\$.1400
Inbound		\$.1600	\$.1450	\$.1400

	(2)	<u>Dedicated Per Minute Rate</u>		
		Month to 12 Month 24/36 Month		
		<u>Month</u>	<u>Term</u>	<u>Term</u>
Outbound		\$.1100	\$.1050	\$.1000
Inbound		\$.1200	\$.1050	\$.1000

Performance 4000 Levels III, IV, and V Customers will receive a 5% discount of the rates listed above.

.3 Performance 4000 Calling Card Servicea. Direct Dial Rate Schedule

(1) Per Minute Rates applying to all time periods and Levels:

Month to Month Rate: \$.2500
12, 24 or 36 Month Term Plan Rate: \$.2500

b. Billing Increments

Usage is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

c. Per Call Surcharge

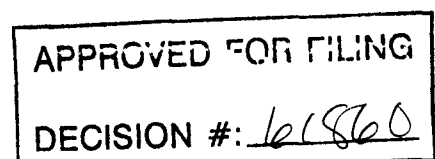
The following per call surcharge will apply to all calling card calls in addition to the per minute rates listed above.

\$0.25

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.3 EasyAnswer Services4.1.3.1 Basic EasyAnswer Services

.1 The Basic EasyAnswer Service offers a unified service for single or multi-location Customers using switched, dedicated, and OnLine calling card origination and switched or dedicated toll free (in Wats) termination. The Basic EasyAnswer package includes the availability of outbound, inbound (toll free) and calling card services, and offering a discount on outbound and toll free service for Customers willing to sign a term commitment and/or a willingness to commit to a specific dollar volume of monthly minimum usage.

There are three (3) Options of Basic EasyAnswer available to Customers, each of which are described below:

- Option 1 - Requires no monthly minimum billing commitment.
- Option 2 - Requires a monthly minimum billing commitment of \$1,000; if the minimum is not reached, the Customer is charged for the difference.
- Option 3 - Requires a monthly minimum billing commitment of \$5,000; if the minimum is not reached, the Customer is charged for the difference.

Multiple services and/or multiple locations using Basic EasyAnswer's services can contribute to the overall monthly minimum commitment; however, the Customer must allocate the minimum by service and location. Domestic Toll Free, Domestic and International outbound calls contribute to determining monthly minimum usage. Easy OnLine Calling Card, Easy Online Calling Card Option A, Operator Services and Directory Assistance usage is not included in determining monthly minimum usage.

Customers must reach the minimum monthly usage requirement associated with their selected EasyAnswer Option by the fourth invoice period and monthly thereafter.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.3 EasyAnswer Services¹ (Cont'd) (T)4.1.3.1 Basic EasyAnswer Services (Cont'd).2 Rate Periods

Peak - All calls that occur between 7 A.M. through 7 P.M. Monday through Friday, except on Company-recognized holidays.

Off Peak - All calls that occur between 7:01 P.M. through 6:59 A.M. Monday through Thursday, and all calls between 7:01 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

.3 Billing Increments

Basic EasyAnswer Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment (except International, which is billed in thirty (30) second initial increments and is rounded to the next higher six (6) second increment). Easy OnLine Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. Easy Call Card Option A is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

.4 Max Per Minute Rate Schedule - Basic EasyAnswer Services T

- a. Per minute intrastate base rates for Basic EasyAnswer Services are the same for all Options (1, 2 & 3) and apply as shown below:

(1) Switched Per Minute Rates

	<u>Peak/Off-Peak</u>
Outbound	\$.1538
Inbound	\$.1640

(2) Dedicated Per Minute Rates

	<u>Peak/Off-Peak</u>
Outbound	\$.1128
Inbound	\$.1230

¹ See Price List for current rates.

(N)

4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.3 EasyAnswer Services¹ (Cont'd)4.1.3.1 Basic EasyAnswer Services (Cont'd).5 Easy OnLine Calling Card Servicea. Direct Dial Maximum Rate Schedule (T)

(1) Per Minute Rates applying to all time periods:

\$.3000

(2) Billing Increments - Usage is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter.(3) Maximum Per Call Surcharge (T)

(a) For domestic direct dial calls, up to a \$0.65 surcharge will apply to each call. T

(b) The following rates and surcharge will apply to calls which default to a live operator.

Rate Per Minute:

Peak	\$0.23
Off-Peak	\$0.16
Per call Surcharge	\$0.65

b. Easy OnLine Calling Card Service -
Online Operator Assisted Rate Schedule

If a Customer chooses to access an Operator to place a call, the call will be billed at per minute rates (Dial USA) as provided in Section 3.1.2.1.

(1) Billing Increments - All Easy OnLine Calling Card calls placed with the assistance of an operator will be billed in one (1) minute increments.¹ See Price List for current rates.

(N)

1. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.3 EasyAnswer Services¹ (Cont'd)4.1.3.1 Basic EasyAnswer Services (Cont'd).5 Easy OnLine Calling Card Service (Cont'd)b. Easy OnLine Calling Card Service -
Online Max Operator Assisted Rate Schedule (Cont.) T

- (2)
- Per Call Surcharges
- The following surcharge
-
- will apply in addition to per minute rates.

Per Call Charge

Station-to-Station	\$1.50
Person-to-Person	\$3.00

c. Easy Calling Card Option A Service

- (1) Per Minute Max Rates applying to all time
-
- periods: \$.2500

- (2)
- Billing Increments
-
- Usage is billed at an initial sixty (60) second
-
- increment and rounded to the next higher
-
- sixty (60) second increment thereafter.

- (3) The per call surcharges apply as stated above.

- .6 Basic EasyAnswer Services for intrastate use are sold as an
-
- add-on service to the Company's interstate EasyAnswer
-
- Services. Accordingly, recurring and non-recurring charges
-
- are found in the Company's interstate tariff FCC No. 2,
-
- Section 6.3.1..

¹ See Price List for current rates.

(N)

4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.3 EasyAnswer Services (Cont'd)4.1.3.1 Basic EasyAnswer Services (Cont'd).7 Basic EasyAnswer Term Plan

Basic EasyAnswer Services are available to Customers through a Term Plan option if the Customer agrees to commit to such service for a term of twelve (12) or twenty-four (24) or thirty-six (36) months. Customers who elect the Term Plan option will receive a discount off their selected Option's domestic interstate, and intrastate outbound and toll free rates. This discount will apply to Basic EasyAnswer's peak interstate rates and all time periods for intrastate rates. Customers who elect the Basic EasyAnswer Service Term Plan option are subject to the following:

- a. Customers must indicate what Basic EasyAnswer service or services are to be included in the term plan. The discounts provided under this option become effective with the first full month's usage.
- b. Customers who terminate service prior to the end of the term of commitment in any manner other than stated in (c) following, will be liable for a cancellation penalty equal to the number of months remaining in the term then in effect multiplied by: (1) \$200 per month for switched services; or, (2) \$500 per month for dedicated services; (per service type). The foregoing cancellation penalty will apply unless the Customer immediately converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Company Service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.
- c. All Customer requests to commence or terminate a Basic EasyAnswer Term Plan must be made in writing, either by certified or registered mail (return receipt requested), to Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by Company within this timeframe, the EasyAnswer Term Plan agreement will be automatically renewed for a new term of commitment. The Customer has ninety (90) days from the date service is made available in which to notify Company in writing, either by certified or registered mail (return receipt requested), of the Customer's desire to cancel this agreement without further obligation.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.3 EasyAnswer Services (Cont'd)4.1.3.1 Basic EasyAnswer Services (Cont'd).7 Basic EasyAnswer Term Plan

d. Easy OnLine Calling Card and Easy Calling Card Option A usage is excluded from the Basic EasyAnswer Term Plan discounts.

.8 Basic EasyAnswer Term Plan Discounts

<u>Term</u>	<u>Outbound Discount</u>	<u>Toll Free Discount</u>
12 Months	\$.0050	\$.0150
24 & 36 Months	\$.0100	\$.0200

4.1.3.2 EasyAnswer Association

The EasyAnswer Association program is a benefit package which allows the individual users who are members or employees of the participating organization to receive additional product discounts. Members who elect to participate in the EasyAnswer Association program will receive Basic EasyAnswer products and Easy OnLine Calling Card Service.

To qualify for EasyAnswer Association an organization generally must be a: (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non profit organization, or; (4) Buying group not organized merely to buy Company long distance for resale. The qualifying organization agrees to meet the following set of criteria within (6) months of undertaking to qualify and thereafter maintain them, and enters into a written agreement with Company for the marketing of Company's services. The group's members who have subscribed to Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

Company will render monthly statements to the individual members and the statement received will show all appropriate discounts. All sums due from members are the sole property of Company, and Company shall have the sole right to collect, enforce collection and settle such sums. The EasyAnswer Association member group shall receive a monthly report from Company listing members of the group who subscribe to Company service under this program.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.3 EasyAnswer Services (Cont'd)4.1.3.2 EasyAnswer Association (Cont'd)

Unless otherwise specified in this tariff, member's usage of Company service under this plan cannot be used to qualify for any other benefits under this tariff or under other arrangements between Company and third parties who undertake to market Company's services. Association discounts for EasyAnswer are listed below.

.1 EasyAnswer Association Discount Schedule

EasyAnswer Association members will receive a 5% discount on interstate and intrastate usage, peak and off-peak time periods for monthly and one (1) year term plan Customers. Association members who sign up for a two (2) year term plan will receive the same discounts as non-Association Customers.

4.1.4 Association Saver Program

4.1.4.1 The Association Saver Program is a benefit package which allows the individual users who are members or employees of the participating organization to receive additional product discounts. Members who elect to participate in the Association Saver program will receive Acclaim Products, Answer Products and OnLine Calling Service.

4.1.4.2 To qualify for association saver an organization generally must be a : (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non profit organization, or: (4) Buying group not organized merely to buy Company long distance for resale. The qualifying organization agrees to meet the following set of criteria within six (6) months of undertaking to qualify and thereafter maintain them, and enters into a written agreement with Company for the marketing of Company's services. The group's members who have subscribed to Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

4.1.4.3 Members who elect to participate in the Association Saver program will receive Acclaim Products, Dial USA, Answer Products, and OnLine Calling Service.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.4 Association Saver Program (Cont'd)

4.1.4.4 Discounts Applicable to "The Answer": Group members who subscribe to Answer I or III products (to include a twelve or twenty-four month "ESP" term commitment) will receive a five (5%) percent discount of Answer usage up to \$2500.00. Group members who subscribe to Answer II or IV products will receive the following rates: (1) members who elect no term commitment will receive term rates applicable to a twelve-month "ESP" term commitment; (2) members who commit to a twelve-month "ESP" term will receive term rates applicable to a twenty-four month "ESP" term commitment; and (3) members who commit to a twenty-four month "ESP" term will receive term rates applicable to a thirty-six month "ESP" term commitment.

4.1.4.5 Company will render monthly statements to the individual members and the statement received will show all appropriate discounts. All sums due from members are the sole property of Company, and Company shall have the sole right to collect, enforce collection and settle such sums. The Association Saver or Alumni Saver member group shall receive a monthly reports from Company listing members of the group who subscribe to Company service under this program.

4.1.4.6 Unless otherwise specified in this tariff, members' usage of Company service under this plan cannot be used to qualify for any other benefits under this tariff or under other arrangements between Company and third parties who under take to market Company services.

4.1.5 Prepaid Card Service4.1.5.1 Description

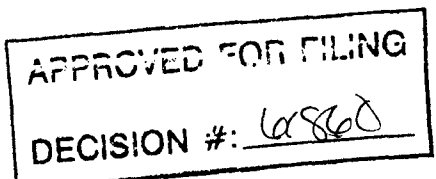
Prepaid Card Service is a switched service that enables an end-user to place calls charged to prepaid phone cards issued by Company. The end-user accesses the network by dialing the appropriate Company Toll Free number printed on the back of the card. Six toll free numbers are available and each number prompts the end-user in a different language: Chinese, English, French, Japanese, Portuguese, Spanish and German.

The Prepaid Card is available in 10, 20, 50, 100 and 200 unit (minute) denominations. The 10 unit (minute) denomination cards are subject to a per card surcharge of \$0.20. The number of available Company Prepaid Cards is subject to technical limitations.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.5 Prepaid Card Service (Cont'd)4.1.5.1 Description (Cont'd)

Company is not liable or responsible for theft, loss or unauthorized use of cards or card numbers. Company will not refund or issue credit on unused units (minutes) of the Prepaid Card. The Customer(s) of Prepaid Card Service is solely responsible for payment of all applicable federal, state or local use, excise, sales or privilege taxes, duties or any similar fees that may be assessed by any governmental body or regulatory authority in connection with the service.

.1 Availability

Prepaid Card Service is available 24 hours a day, 7 days a week. Card availability is limited and shall be handled on a first come, first served basis. Prepaid Card Service can be accessed through touchtone telephones only. 900 calls cannot be made on the Prepaid Card.

.2 Card Depletion/Renewal or Expiration

Each time the card is used, the end-user hears a message stating the amount of minutes remaining on the card. Sixty (60) seconds prior to the card being depleted, the user hears a warning announcing the time remaining on the card and a reminder tone 30 seconds thereafter. If the end user is holding a re-usable card, the user can extend the value of the card in increments identified via voice prompt by charging the cost of additional increments on an authorized major credit card. The system will prompt the user through the processes necessary to purchase these additional increments on the phone card. An online credit check will be done to ensure available credit.

Each Prepaid Card will expire twelve (12) months following printing of the cards. If the card is purchased wholesale the Customer will be given an additional three (3) month period in which to sell the cards ordered prior to the beginning of the twelve (12) month period.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.5 Prepaid Card Service (Cont'd)4.1.5.2 Usage Charges

.1 The Customer may obtain Prepaid Cards as a one-time purchase with full payment due upon delivery. The minimum purchase is 10,000 units. Prepaid Cards will be sold at prices rounded to the nearest cent. The rates and volume discounts are as follows:*

<u>Units</u>	<u>Rate per Unit</u>
10,000 - 24,999	\$.280
25,000 - 49,999	.260
50,000 - 99,999	.240
100,000 - 249,999	.220
250,000 - 349,999	.200
350,000 - 499,999	.190
500,000 - 749,999	.180
750,000 - +	.175

.2 The Customer may obtain Prepaid Cards with a one or two year commitment with payment due upon delivery of each order. The minimum purchase is 100,000 units and the purchase must be ordered in 50,000 unit increments or more over the 12-month or 24-month period. Prepaid Cards will be sold at prices rounded to the nearest cent. The rates and volume discounts are as follows:*

<u>Units</u>	<u>Rate per Unit</u>	
	<u>1-Yr Term</u>	<u>2-Yr Term</u>
100,000 - 249,999	\$.230	\$.240
250,000 - 499,999	.210	.220
500,000 - 749,999	.190	.200
750,000 - +	.180	.190

* The ten unit (minute) denomination cards are subject to a per card surcharge of \$0.20.

.3 Cards will be decreased by 1 unit per minute for Intrastate calls and 2 units per minute for Directory Assistance.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.6 MFS Intelenet Calling Card Service4.1.6.1 Description

MFS Intelenet Calling Card Service is provided to Customers for use when away from their established service location. New customers of the Company's interexchange services will automatically be issued two calling cards. These cards will initially be subject to a \$25.00 per month usage limit. Upon notification to the Company by the Customer, the monthly usage limit may be increased. Access to the service is gained by dialing a Company-designated toll free access number (eg. 800/888-NXX-XXXX), plus the Customer's/ User's MFS Intelenet Calling Card authorization number and the called telephone number. The service includes a Customer-programmable speed dialing capability for up to eight telephone numbers, and a capability whereby a Customer may establish 2-to-6 digit, verified or unverified accounting codes for use with the MFS Intelenet Calling Card, at no additional charge. The MFS Intelenet Calling Card can also be used to place an operator-assisted and directory assistance calls, subject to the application of additional charges.

Beyond these standard features, the MFS Intelenet Calling Card includes the following enhanced features: conference calling, MFS Intelenet Voice Mail access, voice messaging, and news and information access. Use of these enhanced features is subject to separate charges. MFS Intelenet Calling Card calls are billed in six second increments, with a one minute minimum. This service is offered with Peak and off-Peak pricing. A description of the additional features are as follows.

.1 Operator-Assisted Calls

The MFS Intelenet Calling Card can be used to place MFS Intelenet operator-assisted calls. The surcharges are applied per call, in addition to the standard usage charges.

.2 Directory Assistance Calls

The MFS Intelenet Calling Card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge). At the Customer's option, the Company will automatically place a call to the requested number. For calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.6 MFS Intelenet Calling Card Service (Cont'd)4.1.6.1 Description (Cont'd).3 Enhanced Features Charges

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one minute minimum.

a. Conference Calling

Allows a User to establish a conference call by accessing the conference operator. Charges apply per established line and per minute of usage.

b. Voice Mail Access

Allows a User to access MFS Intelenet Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

c. Voice Messaging

Allows the User to leave up to a three minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

d. News and Information

Provides access to news, weather, sports, financial information and other features.

4.1.6.2 Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday <u>Rate Periods</u>	<u>From</u>	To But Not Including	<u>Days</u>
Peak	8:00 a.m.	5:00 p.m.	Mon-Fri
Off-Peak	5:00 p.m.	8:00 a.m.	Mon-Fri
	8:00 a.m.	8:00 a.m.	Sat-Sun
	8:00 a.m.	8:00 a.m.	Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.6 MFS Intelenet Calling Card Service (Cont'd)4.1.6.3 Usage Charges.1 Standard Usage Charges

- | | | |
|----|---------------------|---------|
| a. | Peak/Off-Peak Rates | \$ 0.25 |
| b. | Off-Peak Discount | 0% |
| c. | Per Call Surcharge | \$ 0.25 |

.2 Operator-Assisted Calls

- | | | |
|----|------------------------------|---------|
| a. | Person-to-Person surcharge | \$ 3.50 |
| b. | Station-to-Station surcharge | \$ 0.60 |

.3 Directory Assistance Calls

- | | | |
|----|-------------------------|---------|
| a. | Requested Number Charge | \$ 0.60 |
| b. | Call Completion Charge | \$ 0.60 |

.4 Enhanced Feature Charges

- | | | |
|----|------------------------------|---------|
| a. | Conference Calling | |
| | per established line | \$ 2.00 |
| | per minute of usage per line | \$ 0.26 |
| b. | Voice Mail Access | |
| | per minute of usage | \$ 0.26 |
| c. | Voice Messaging | |
| | per call | \$ 1.50 |
| d. | News and Information | |
| | per minute of usage | \$ 0.28 |

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San Francisco, CA 94105APPROVED FOR FILING
DECISION #: 61860

4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service4.1.7.1 Description

WorldMark Service offers a unified service for single or multi-location customers using switched, dedicated, and WorldMark calling card origination and switched or dedicated toll free termination. The WorldMark package includes the availability of outbound, inbound (toll free) products with peak and off peak rates and a non time-of-day sensitive, calling card product, as well as, offering the most comprehensive performance guarantees available.

WorldMark Service offers cross-contributory product volume discounts on switched and dedicated, outbound and inbound(toll free) products based on combined usage of multiple WorldMark Service products, including domestic switched and dedicated, outbound and inbound (toll free) product usage, calling card and switched and dedicated WorldMark data product usage.

WorldMark Service offers an additional discount on switched and dedicated outbound and toll free products for customers willing to sign a term commitment. Peak and off peak rates, rate periods and billing increments can be found below. Optional features can be found in the Company domestic tariff FCC No. 2, Section C - Rates and Charges.

Multiple services and/or multiple customer locations using WorldMark Service can contribute to individual product volume discounts and the overall monthly minimum commitment. WorldMark Operator Services and Directory Assistance usage is not included in determining product volume discounts and monthly minimum usage.

WorldMark Service is no longer available to new Customers as of April 30, 1998.

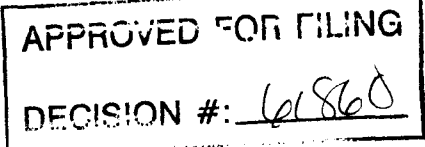
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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.2 WorldMark Toll Free Switched and Dedicated Service Options

- ◆ Toll Free Directory Assistance
- ◆ Message Referral
- ◆ Call Area Selection
- ◆ Dialed Number Identification Service (DNIS)
- ◆ Call Distributor
- ◆ Exchange Routing
- ◆ Multi-Carrier Toll Free Service
- ◆ Percentage Allocation Routing
- ◆ Call Zone Routing
- ◆ Real-Time ANI (RTA)
- ◆ Route Completion
- ◆ Time of Day, Day of Week, Day of Year routing

Descriptions, Rates and Charges: Provided in our Domestic Tariff No. 2, Section C.

4.1.7.3 WorldMark Service Guarantees - The following is a list of guarantees for each product offered under this service that will automatically compensate the customer when stated product performance levels are not met. The customer's right to receive the WorldMark Guarantees as set forth will depend upon the Company's receipt of customer's full payment of each month's invoice. In the event the customer's account becomes past due, the Company reserves the right to void all rights to WorldMark's Service Satisfaction Guarantees and Service Restoration Guarantees as defined herein.

.1 WorldMark 1 + Switched/ Dedicated Service

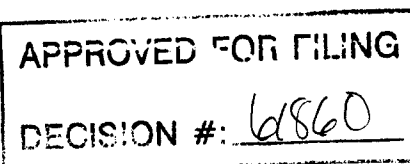
- a. Installation Interval Guarantee - WorldMark customers of switched outbound service will be installed within five (5) full business days from the date the customer signed the service order. WorldMark customers of dedicated outbound service (limited to MCI WorldCom Tier One cities) will be installed within eighteen (18) full business days from the date the customer signed the service order.
- i. Customer Compensation - For each day the WorldMark switched or dedicated outbound installation interval is exceeded, a credit for each day's usage for the affected service will be issued. The average daily usage amount is calculated from the first complete billing period. In addition, customers will receive credit for their installation and first month's access line charges.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.3 WorldMark Service Guarantees (Cont'd).1 WorldMark 1 + Switched/ Dedicated Service (Cont'd)

- b. Service Satisfaction Guarantee - Company will pay the local access and interexchange carrier service installation charges to return the customer to their previous carrier and circuit configuration if they are not satisfied after one hundred twenty (120) days with our service. Reimbursement will be limited to the levels of service in the previous configuration.
- c. Service Restoration Guarantee - Company guarantees that it will restore outbound service interruptions within thirty (30) minutes from the time the customer initiates the trouble call.
 - i. Customer Compensation - If the restoration interval is exceeded, Company will automatically issue a credit equal to one (1) day's average usage charges. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month.

.2 WorldMark Toll-Free Service

- a. Installation Interval Guarantee - WorldMark customers of switched inbound service will be installed within five (5) full business days from the date the customer signed the service order. WorldMark customers of dedicated inbound service (limited to MCI WorldCom Tier One cities) will be installed within eighteen (18) full business days from the date the customer signed the service order.

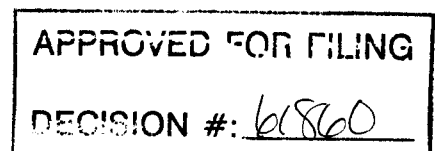
WorldMark Service is no longer available to new Customers as of April 30, 1998.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.3 WorldMark Service Guarantees (Cont'd).2 WorldMark Toll-Free Service (Cont'd)a. Installation Interval Guarantee (Cont'd)

i. Customer Compensation - For each day the WorldMark switched or dedicated inbound installation interval is exceeded, a credit for each day's usage for the affected service will be issued. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month. In addition, the monthly WorldMark toll-free service fee will be credited and dedicated customers will receive credit for their installation and first month's access line charges.

b. Additional Number Installation Guarantee - Additional toll-free numbers will be added to existing WorldMark switched or dedicated inbound service within one (1) full business day. This guarantee is not applicable if the additional number requires the installation of additional dedicated access lines or if the FCC-imposed restrictions on the availability of toll-free numbers necessitates a delay beyond Company's control. In addition, Company makes no warranty on our ability to overcome delays caused by competitors when porting existing numbers.

i. Customer Compensation - For each day the additional number installation interval is exceeded, a credit for each day's usage will be issued for the affected service. In addition, the monthly WorldMark toll-free service fee will be credited for the affected service.

WorldMark Service is no longer available to new Customers as of April 30, 1998.

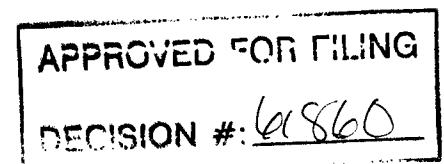
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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.3 WorldMark Service Guarantees (Cont'd).2 WorldMark Toll-Free Service (Cont'd)

- c. Feature Installation Interval Guarantee - New WorldMark toll-free service feature configurations will be installed in one hundred twenty (120) minutes or less from the time a request is received by our WorldMark Customer Service Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.
- d. Feature Reconfiguration Guarantee - Predetermined WorldMark toll-free service feature configurations will be implemented in sixty (60) minutes or less from the time a request is received by our WorldMark Customer Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.
- e. Service Reconfiguration Guarantee - Company guarantees that it will implement any predefined alternative routing schemes for WorldMark toll-free service and/or features in thirty (30) minutes or less from the time a request is received by our WorldMark Customer Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.
- i. Customer Compensation - If the service or feature installation and/or reconfiguration interval is exceeded, the customer will automatically receive a credit equal to one day's average usage charges for WorldMark toll-free service and WorldMark toll-free monthly recurring service and feature charges for the affected service.

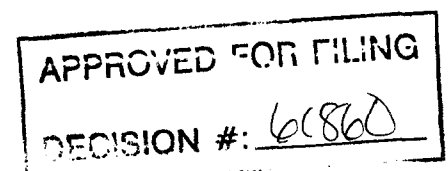
WorldMark Service is no longer available to new Customers as of April 30, 1998.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.3 WorldMark Service Guarantees (Cont'd).2 WorldMark Toll-Free Service (Cont'd)

- f. Service Satisfaction Guarantee - Company will pay the local access and interexchange carrier service installation charges to return the customer to their previous carrier and circuit configuration if they are not satisfied after one hundred twenty (120) days with our service. Reimbursement will be limited to the levels of service in the previous configuration.
- g. Service Restoration Guarantee - Company guarantees that it will restore inbound service interruptions within thirty (30) minutes from the time the customer initiates the trouble call.
- i. Customer Compensation - If the restoration interval is exceeded, Company will automatically issue a credit equal to one (1) day's average usage charges. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month.

.3 WorldMark Calling Card Service

- a. Installation Interval Guarantee - Company will deliver WorldMark calling cards within five (5) business days from the date the service order is signed. Upon signing a service order for WorldMark Calling Cards, a complimentary twenty (20) minute PhonePass prepaid card will be issued for each calling card ordered.
- i. Customer Compensation - If the installation interval is exceeded, a \$15.00 credit will be issued for each distinct WorldMark Calling Card number.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.3 WorldMark Service Guarantees (Cont'd).3 WorldMark Calling Card Service

- b. Service Restoration Guarantee - Company guarantees that it will restore WorldMark Calling Card service interruptions within thirty (30) minutes or less, upon notification to the WorldMark Customer Support Center.
- i. Customer Compensation - Company will automatically issue a \$15.00 credit if WorldMark Calling Card Service is not restored within thirty (30) minutes. Limit one (1) credit per account per day, not to exceed thirty (30) credits in one (1) month.
- c. Card Security Guarantee - If the customer's WorldMark Calling Card is deactivated due to toll fraud, they may call our WorldMark Customer Support Center and receive a free twenty (20) minute PhonePass prepaid card number to use until we issue another calling card.

4.1.7.4 WorldMark Service Liability

- .1 With thirty (30) days prior written notice, the Company reserves the right to discontinue providing WorldMark Service to a customer if the Company issues five (5) or more restoration credits in a thirty (30) calendar period.
 - a. In the event the Company cancels WorldMark Service in accordance with the above Section, the Company will reimburse the customer the charges directly related to the switch back (the "Qualifying Charges") based on the customer's prior network configuration, not to exceed the amount paid for installation of WorldMark Service.
 - b. Any WorldMark Switched Back Reimbursement due hereunder as described above, shall be due and payable to customer on or before sixty (60) calendar days from the time the Company notifies the customer of the cancellation of WorldMark Services.

WorldMark Service is no longer available to new Customers as of April 30, 1998.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.4 WorldMark Service Liability (Cont'd)

.1 (Cont'd)

- c. Payment of the WorldMark Switch back Reimbursement may at the customer's option, be made by either (i) a credit against the customer's then-current charges for services provided by the Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars. Said payment may be withheld if customer is in past due status with the Company.

.2 In addition to the liability provisions specifically provided in this section, all other Rules and Regulations for liability as filed in Section 3 - General Rules and Regulations will also apply to WorldMark Services.

4.1.7.5 Usage Charges.1 Rate PeriodsPeak

All calls that occur between 7 A.M. through 6:59 P.M., Monday through Friday, except on Company-recognized holidays.

Off Peak

All calls that occur between 7 P.M. through 6:59 A.M., Monday through Friday, and all calls between 7 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

.2 Billing Increments

Domestic switched and dedicated access, outbound and inbound (toll free) product calls are billed in eighteen (18) second initial increments and additional increments of six (6) seconds. WorldMark Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. All fractional per call charges will be rounded to the nearest whole cent.

WorldMark Service is no longer available to new Customers as of April 30, 1998.

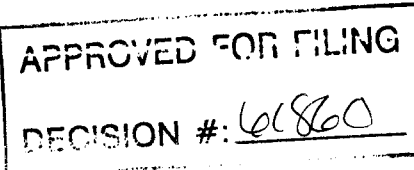
All material located on this page was previously located on page 61.

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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.5 Usage Charges (Cont'd).3 WorldMark Rate Schedules (Cont'd)a. WorldMark Switched Rate Plansi. Base Rates - Switched

	<u>Peak</u>	<u>Off Peak</u>
Switched Outbound	\$0.1300	\$0.1300
Switched Toll Free	\$0.1350	\$0.1350

ii. Term Discounts

Commitment	<u>Month to Month</u>		<u>1 Year</u>		<u>2 Year</u>		<u>3 Year</u>	
	<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>	<u>Off Peak</u>
Option A (\$15,000)	0.00%	0.00%	3.60%	3.50%	7.25%	7.00%	10.75%	10.50%
Option B (\$25,000)	1.70%	0.00%	5.25%	3.50%	9.00%	7.00%	12.50%	10.50%
Option C (\$50,000)	3.60%	0.00%	7.25%	3.50%	10.75%	7.00%	14.25%	10.50%
Option D (\$75,000)	5.50%	0.00%	9.00%	3.50%	12.50%	7.00%	16.25%	10.50%

iii. Switched Volume Discounts - This discount will apply if the customer's monthly volume of traffic exceeds their committed volume significantly.

Commitment	<u>Monthly Volume of Traffic</u>						
	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$40,000</u>	<u>\$50,000</u>	<u>\$75,000</u>	<u>\$100,000</u>
Option A (\$15,000)	0.00%	0.25%	0.50%	0.50%	0.75%	1.00%	1.25%
Option B (\$25,000)	0.00%	0.00%	0.00%	0.75%	1.00%	1.25%	1.50%
Option C (\$50,000)	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%	1.75%
Option D (\$75,000)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%

b. WorldMark Dedicated Rate Plansi. Base Rates - Dedicated

	<u>Peak</u>	<u>Off Peak</u>
Dedicated Outbound	\$0.0900	\$0.0900
Dedicated Toll Free	\$0.0950	\$0.0950

WorldMark Service is no longer available to new Customers as of April 30, 1998.

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DECISION #: 61860

4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.5 Usage Charges (Cont'd).3 WorldMark Rate Schedules (Cont'd)ii. Term Discounts

Commitment	Month to Month		1 Year		2 Year		3 Year	
	Peak	Off Peak	Peak	Off Peak	Peak	Off Peak	Peak	Off Peak
Option A (\$15,000)	0.00%	0.00%	5.30%	5.00%	10.50%	10.25%	15.75%	10.25%
Option B (\$25,000)	2.60%	0.00%	7.90%	5.00%	13.20%	10.25%	18.50%	10.25%
Option C (\$50,000)	5.25%	0.00%	10.50%	5.00%	15.75%	10.25%	20.00%	10.25%
Option D (\$75,000)	7.25%	0.00%	13.00%	5.00%	18.00%	10.25%	22.50%	10.25%

iii. Dedicated Volume Discounts - This discount will apply if the customer's monthly volume of traffic exceeds their committed volume significantly.

Commitment	Monthly Volume of Traffic						
	\$15,000	\$20,000	\$25,000	\$40,000	\$50,000	\$75,000	\$100,000
Option A (\$15,000)	0.00%	0.25%	0.50%	0.50%	0.75%	1.00%	1.25%
Option B (\$25,000)	0.00%	0.00%	0.00%	0.75%	1.00%	1.25%	1.50%
Option C (\$50,000)	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%	1.75%
Option D (\$75,000)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%

4.1.7.6 WorldMark Calling Card Service.1 Direct Dial Rate Schedule

a. Per Minute rates applying to all time periods:

Per Minute rate \$0.2500

b. Billing Increments

Domestic calls are billed in sixty (60) second initial increments and additional increments of six (6) seconds.

c. Per Call Surcharge

i. Per Call Surcharge \$0.2500

ii. The following rates and surcharge will apply to calls which default to a live operator.

Per Minute rate \$0.2500

Per Call Surcharge \$0.5000

WorldMark Service is no longer available to new Customers as of April 30, 1998.

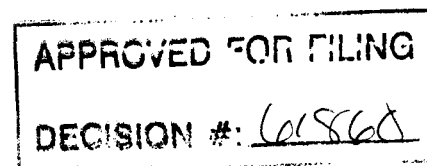
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4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.7 WorldMark Service (Cont'd)4.1.7.6 WorldMark Calling Card Service (Cont'd).2 WorldMark Calling Card Service - Operator Assisted Rate Schedule

If a customer chooses to access an operator to place a call, the call will be billed at the per minute rate below:

Per Minute Rate	\$0.5000
-----------------	----------

a. Billing Increments

All WorldMark Calling Card calls placed with the assistance of an operator will be billed in one (1) minute increments.

b. Per Call Surcharge

The following surcharge will apply in addition to the per minute rates above.

Per Call Charge

Station-to-Station	\$1.50
Person-to-Person	\$3.00
Basic Surcharge	\$0.50

4.1.7.7 Term Commitment Liability

Customers who terminate service prior to the end of the term of commitment in any manner will be liable for a cancellation penalty equal to the monthly minimum billing commitment times the number of months remaining in the customer commitment period through the expiration of the first year. If applicable, 25% of the balance remaining (monthly minimum billing commitment times the number of remaining months in the contract beyond the first year) will also be included (per service type). If the termination becomes effective after the completion of the first year, then the charge shall be equal to 25% of the balance remaining (monthly minimum billing commitment times the number of months remaining in the contract). The following cancellation penalty will apply unless the customer immediately converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Company service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.

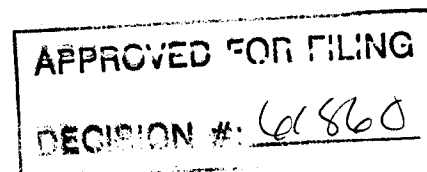
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4. GRANDFATHERED SERVICES (Cont'd)

4.1 Product Types (Cont'd)

4.1.7 WorldMark Service (Cont'd)

4.1.7.8 WorldMark Service and Feature Charges

A description of the chargeable services and features, including monthly recurring, non-recurring charges and per minute surcharges associated with WorldMark Service can be found in the Company's Domestic Tariff, FCC No. 2.

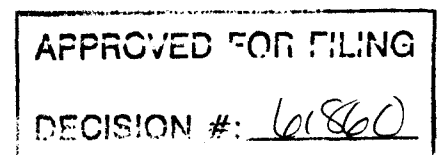
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San Francisco, CA 94105



4. GRANDFATHERED SERVICES (Cont'd)4.1 Product Types (Cont'd)4.1.8 MCI WorldCom Advantage Plus II

Customers who sign a one or two year term commitment and meet certain monthly minimum usage requirements will receive a single flat rate for both peak and off-peak dedicated and switched services. The customer must sign an Extended Service Plan (ESP) agreement under which the discounts will apply to both peak and off-peak intrastate usage for the term of the agreement. Customers must reach the minimum monthly usage requirement associated with their selected option by the fourth invoice period and monthly thereafter. Customers will be billed at the stated minimums agreed upon if the monthly minimum is not met. Domestic toll-free, domestic and international outbound calls along with intrastate usage contribute to meeting the monthly minimum commitment. Billing increments applying to both outbound and toll free calls will be an initial minimum increment of 18 seconds and additional increments of 6 seconds for switched services and an initial minimum increment of 12 seconds and additional increment of 6 seconds for dedicated services. All fractional per call charges will be rounded to the nearest whole cent. Discounts, terms and conditions and monthly fees shall apply pursuant to MCI WorldCom Communications, Inc. Tariff No. 6.

4.1.8.1 Usage Rates

Maximum Advantage Plus II base rates are as follows:

Switched Services	\$0.3000
Dedicated Services	\$0.2000

All material on this page is new.

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Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

5. GRANDFATHERED SERVICES-INTERMEDIA¹

5.1 Standard Features

When services herein are identified as including Standard Features, the following features will be included at no additional charge:

Speed Dialing Codes - A three digit code dialed after the Authorization Code which permits the customer to reach a commonly called long distance number without dialing the long distance number.

Additional Authorization Codes - Five (5) digit code used, usually, in areas that are still not equipped for equal access, to enable Intermedia to identify the use of the service on the customer's account.

Generic Project Codes - A two (2), three (3), or four (4) digit code assigned by the customer and dialed after the long distance number. Project codes are not verified except as provided under "Verified Project Codes." Project codes are printed on the customer bill as part of the call detail record.

Project Code Report - A report which consists of the complete call detail for the current month, sorted and subtotaled by project code.

Verified Project Codes - A group of 2, 3, or 4 digit project codes within which a predesignated quantity of codes are valid. Assignment of valid codes is random. Calls placed with the remaining invalid codes will not be completed. Validation is accomplished by Intermedia's network switch.

AT&T Call Cost Report - A report prepared at the time of monthly billing which lists all calls and equivalent AT&T cost, according to current AT&T tariffs on file, and approved by the appropriate regulatory body.

Potential Call Abuse Report - A report prepared at the time of monthly billing which can list the 20 longest calls made during a billing cycle, or all calls placed during the Evening/Weekend time periods during a billing cycle. A combination of both reports can also be provided on request by a customer.

Automatic Dialer Equipment - A device installed by Intermedia at the customer's premise which when activated, performs most or all of the "pre destination number." Automated Dialers are generally not provided where Equal Access is available.

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.2 Intermedia USA III Calling Plans

The Carrier offers its USA III Calling Plans to business customers. Intrastate service is provided in conjunction with Intermedia's companion interstate offerings. Descriptions and rates contained in this tariff apply to the intrastate portion of the Carrier's services. Unless otherwise stated, no non-recurring charges apply.

5.2.1 Intermedia USA III Switched Service

Intermedia USA III Switched Service is an On-Net or Off-Net, inbound and outbound switched service offered to business customers at a single flat rate. Customers may also elect to subscribe to inbound or outbound service only. This service permits the end user to route 8XX traffic based on the time of day, and to accept or block calls based on the originating NPA or NPA/NXX. A volume discount is offered to customers whose monthly long distance billing (including Intermedia's intrastate/interstate/international and calling card charges) is \$750 or above. Calls are billed in six second increments with a six second minimum.

Intermedia USA III Switched Service usage rates are also applicable to branch locations of Customers subscribing to the Company's Single T Dedicated Long Distance service or Long Distance Only T-1 service. The volume-discounted Intermedia USA III Switched Service usage rates identified in Section 4 apply to these branch locations without a minimum volume threshold.

Intrastate service is only provided in conjunction with the Company's interstate offering. A monthly minimum of \$100 applies, and customers whose monthly usage is less than the minimum will be billed the minimum charge. Intermedia USA III Switched Service requires a one (1) year term commitment. Any customer who requests over 40 8XX numbers will be charged an additional \$10 per month per 8XX number over 40. The charges above are cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service.

The following enhanced service features are available with Intermedia USA III Switched Service. Interstate non-recurring and recurring charges may apply.

1. Message Referral
2. Call Area Selection
3. Geographic Routing
4. Time of Day Routing
5. Day of Week Routing
6. Day of Year (Holiday) Routing
7. Percent Allocation

	<u>Inbound</u>	<u>Outbound</u>
Rate per Minute, Base:	\$0.2950	\$0.2950
Rate Per Minute, Discounted:	\$0.2656	\$0.2656

Discount rate is applied to base rate when account's aggregate billing reaches \$750.

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5. GRANDFATHERED SERVICES-INTERMEDIA (Cont.)5.2 Intermedia USA III Calling Plans¹ (Cont.)5.2.2 Intermedia USA III Dedicated Service

Intermedia USA III Dedicated Service is an Off-Net, inbound and outbound dedicated service offered to business customers at a single flat rate. Customers may also elect to subscribe to inbound or outbound service only. A volume discount is offered to customers whose monthly long distance billing (including Intermedia's intrastate/interstate/international and calling card charges) is \$7,500 or above. This service permits the end user to route 8XX traffic based on the time of day, and to accept or block calls based on the originating NPA or NPA/NXX. The service also enables the end user who utilizes multiple dedicated 8XX numbers on the same trunk to identify the specific 8XX number dialed by the caller. Each 8XX number and its associated calls are identified separately on customer invoices. Calls are billed in six second increments with a six second minimum.

Intrastate service is only provided in conjunction with the Company's interstate offering. A monthly minimum billing of \$2,500 applies, and customers whose monthly usage is less than the minimum will be billed the minimum charge. Intermedia USA III Dedicated Service requires a one (1) year term commitment. Any customer who requests over 40 8XX numbers will be charged an additional \$10 per month per 8XX number over 40. The charges above are cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service.

The following enhanced service features are available with Intermedia USA III Dedicated Service. Interstate non-recurring and recurring charges may apply.

1. Message Referral
2. Call Area Selection
3. Geographic Routing
4. Time of Day Routing
5. Day of Week Routing
6. Day of Year (Holiday) Routing
7. Percent Allocation
8. Dialed Number Identification Service (DNIS)
9. Real-time ANI

	<u>Inbound</u>	<u>Outbound</u>
Rate per Minute, Base:	\$0.2150	\$0.1950
Rate Per Minute, Discounted:	\$0.1956	\$0.1756

Discount rate is applied to base rate when account's aggregate billing reaches \$7,500.

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.2 Intermedia USA III Calling Plans (Cont.)5.2.3 Intermedia USA III Switched 800 Service

Intermedia USA III Switched 800 Service is offered to business customers in conjunction with interstate and international 800 services. This service permits the end user to route 800 traffic based on the time of day, and to accept or block calls based on the originating NPA or NPA/NXX. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges or minimum monthly usage requirements apply. Additional enhanced features are also available, as described below in Section 5.2.5.

Each 6 seconds
\$.01260

5.2.4 Intermedia USA III Dedicated 800 Service

Intermedia USA III Dedicated 800 Service is offered to business customers in conjunction with interstate and international 800 services. This service permits the end user to route 800 traffic based on the time of day, and to accept or block calls based on the originating NPA or NPA/NXX. The service also enables the end user who utilizes multiple dedicated 800 numbers on the same trunk to identify the specific 800 number dialed by the caller. Each 800 number and its associated calls are identified separately on customer invoices. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges or minimum monthly usage requirements apply. Additional enhanced features are also available, as described below in Section 5.2.5.

Each 6 seconds
\$.0090

5.2.5 Enhanced Service Features

The following enhanced service features are available with Intermedia USA III Switched and Dedicated 800 Services. Non-recurring and recurring charges may apply.

3.8.5.A	Message Referral
3.8.5.B	Call Area Selection
3.8.5.C	Geographic Routing
3.8.5.D	Time of Day Routing
3.8.5.E	Day of Week Routing
3.8.5.F	Day of Year (Holiday) Routing
3.8.5.G	Percent Allocation
3.8.5.H	Route Completion (Overflow)
3.8.5.I	Call Distributor

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.2 Intermedia USA III Calling Plans (Cont.)5.2.5 Enhanced Service Features (Cont.)

	<u>Per Feature</u>
Non-recurring charges:	\$60.00 *
(additions/changes)	

* \$250.00 maximum per 800 number

	<u>Per Feature</u>
Recurring charges:	\$30.00 *

* \$150.00 maximum per 800 number

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.3 Unified Long Distance Service

Unified Long Distance Service is an outbound service offered to business customers. Unified Long Distance Service utilizes switched access. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Long Distance Service is based upon the monthly (or annual, if selected) revenue (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. Customers whose monthly (or annual, if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

Unified Long Distance Service (Switched Outbound Service)
 Unified Toll-Free Service (Switched Inbound Service)
 Unified Direct Long Distance Service (Dedicated Outbound Service)
 Unified Direct Toll-Free Service (Dedicated Inbound service)
 Unified Extended Direct Long Distance Service (Dedicated Outbound Service)
 Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
 Unified Single T Long Distance Service (Single T Outbound)
 Unified Single T Toll-Free Service (Single T Inbound)
 Unified Calling Card
 Unified Directory Assistance
 Unified Operator Services
 Unified Direct Global service (Dedicated International)
 Unified Extended Direct Global Services (Dedicated International)
 Unified Global Services (Switched International)
 Unified Extended Global services (Switched International)

Month-to-month, one year, two year, and three year term plans are available to subscribers of Unified Long Distance Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum.

Rate per Minute, Rate 1 (\$0-\$999.99 revenue commitment):	\$0.2580
Rate Per Minute, Rate 2 (\$1,000 + revenue commitment):	\$0.2322

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.4 Unified Toll-Free Service

Unified Toll Free Service is an inbound (i.e., 8XX) calling service offered to business customers. Unified Toll-Free Service utilizes switched access. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Toll-Free Service is based upon the monthly (or annual, if selected) long distance billing (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. Customers whose monthly (or annual if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

Unified Long Distance Service (Switched Outbound Service)
 Unified Toll-Free Service (Switched Inbound Service)
 Unified Direct Long Distance Service (Dedicated Outbound Service)
 Unified Direct Toll-Free Service (Dedicated Inbound service)
 Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
 Unified Single T Long Distance Service (Single T Outbound)
 Unified Single T Toll-Free Service (Single T Inbound)
 Unified Calling Card
 Unified Directory Assistance
 Unified Operator Services
 Unified Direct Global service (Dedicated International)
 Unified Extended Direct Global Services (Dedicated International)
 Unified Global Services (Switched International)
 Unified Extended Global services (Switched International)

Month-to-month, one year, two year, and three year term plans are available to customers of Unified Toll Free Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum. Any customer who requests over 40 8XX numbers will be charged \$10 per month (cross-jurisdictional) per 8XX number over 40.

Rate per Minute, Rate 1 (\$0-\$999.99 revenue commitment):	\$0.2580
Rate Per Minute, Rate 2 (\$1,000 + revenue commitment):	\$0.2322

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.5 Unified Direct Long Distance Service

Unified Direct Long Distance Service is an outbound service offered to business customers. Unified Direct Long Distance Service utilizes dedicated access. The customer is responsible for establishing the appropriate dedicated access connection(s) between the customer premises and the Company's switching location and all associated charges. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Direct Long Distance Service is based upon the monthly (or annual if selected) long distance billing (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. The minimum monthly revenue commitment for this plan is \$2,000. Customers whose monthly (or annual if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

Unified Long Distance Service (Switched Outbound Service)
 Unified Toll-Free Service (Switched Inbound Service)
 Unified Direct Long Distance Service (Dedicated Outbound Service)
 Unified Direct Toll-Free Service (Dedicated Inbound service)
 Unified Extended Direct Long Distance Service (Dedicated Outbound Service)
 Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
 Unified Single T Long Distance Service (Single T Outbound)
 Unified Single T Toll-Free Service (Single T Inbound)
 Unified Calling Card
 Unified Directory Assistance
 Unified Operator Services
 Unified Direct Global service (Dedicated International)
 Unified Extended Direct Global Services (Dedicated International)
 Unified Global Services (Switched International)
 Unified Extended Global services (Switched International)

Month-to-month, one year, two year, and three year term plans are available to subscribers of Unified Direct Long Distance Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum.

Rate per Minute, Rate 1 (\$2,000-\$9,999.99 revenue commitment): \$0.1700
 Rate Per Minute, Rate 2 (\$10,000+ revenue commitment): \$0.1530

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.6 Unified Direct Toll-Free Service

Unified Direct Toll-Free Service is an inbound toll-free (i.e., 8XX) calling service offered to business customers. Unified Direct Toll-Free Service utilizes dedicated access. The customer is responsible for establishing the appropriate dedicated access connection(s) between the customer premises and the Company's switching location and all associated charges. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Direct Toll-Free Service is based upon the monthly (or annual if selected) long distance billing (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. The minimum monthly revenue commitment for this plan is \$2,000. Customers whose monthly (or annual if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

Unified Long Distance Service (Switched Outbound Service)
Unified Toll-Free Service (Switched Inbound Service)
Unified Direct Long Distance Service (Dedicated Outbound Service)
Unified Direct Toll-Free Service (Dedicated Inbound service)
Unified Extended Direct Long Distance Service (Dedicated Outbound Service)
Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
Unified Single T Long Distance Service (Single T Outbound)
Unified Single T Toll-Free Service (Single T Inbound)
Unified Calling Card
Unified Directory Assistance
Unified Operator Services
Unified Direct Global service (Dedicated International)
Unified Extended Direct Global Services (Dedicated International)
Unified Global Services (Switched International)
Unified Extended Global services (Switched International)

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.6 Unified Direct Toll-Free Service (Cont.)

Month-to-month, one year, two year, and three year term plans are available to subscribers of Unified Direct Toll-Free Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum. Any customer who requests over 40 8XX numbers will be charged \$10 per month (cross-jurisdictional) per 8XX number over 40.

The following enhanced service features are available with Unified Direct Toll-Free Service. Non-recurring and recurring charges may apply.

1. Dialed Number Identification service (DNIS)
2. Real-time ANI

Rate per Minute, Rate 1 (\$2,000-\$9,999.99 revenue commitment): \$0.1700
Rate Per Minute, Rate 2 (\$10,000+ revenue commitment): \$0.1530

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.7 Unified Extended Direct Long Distance Service

Unified Extended Direct Long Distance Service is an outbound service offered to business customers. Unified Extended Direct Long Distance Service utilizes dedicated access. The customer is responsible for establishing the appropriate dedicated access connection(s) between the customer premises and the Company's switching location and all associated charges. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Extended Direct Long Distance Service is based upon the monthly (or annual if selected) long distance billing (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. The minimum monthly revenue commitment for this plan is \$2,000. Customers whose monthly (or annual if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

Unified Long Distance Service (Switched Outbound Service)
 Unified Toll-Free Service (Switched Inbound Service)
 Unified Direct Long Distance Service (Dedicated Outbound Service)
 Unified Direct Toll-Free Service (Dedicated Inbound service)
 Unified Extended Direct Long Distance Service (Dedicated Outbound Service)
 Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
 Unified Single T Long Distance Service (Single T Outbound)
 Unified Single T Toll-Free Service (Single T Inbound)
 Unified Calling Card
 Unified Directory Assistance
 Unified Operator Services
 Unified Direct Global service (Dedicated International)
 Unified Extended Direct Global Services (Dedicated International)
 Unified Global Services (Switched International)
 Unified Extended Global services (Switched International)

Month-to-month, one year, two year, and three year term plans are available to subscribers of Unified Extended Direct Long Distance Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum.

Rate per Minute, Rate 1 (\$2,000-\$9,999.99 revenue commitment): \$0.1950
 Rate Per Minute, Rate 2 (\$10,000+ revenue commitment): \$0.1756

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.8 Unified Single T Long Distance Service

Unified Single T Long Distance Service is an outbound service offered to business customers who subscribe to certain Intermedia local exchange service offerings which utilize a high capacity dedicated connection between the Company's switching location and the customer's premises. Unified Single T Long Distance Service utilizes the dedicated connection in concert with the customer's local exchange service. The customer is responsible for establishing the appropriate dedicated access connections between the customer premises and the Company's switching location and all associated charges. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Single T Long Distance Service is based upon the annual, revenue (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. The minimum monthly commitment for this plan is \$250. Customers whose monthly (or annual if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

Unified Long Distance Service (Switched Outbound Service)
 Unified Toll-Free Service (Switched Inbound Service)
 Unified Direct Long Distance Service (Dedicated Outbound Service)
 Unified Direct Toll-Free Service (Dedicated Inbound service)
 Unified Extended Direct Long Distance Service (Dedicated Outbound Service)
 Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
 Unified Single T Long Distance Service (Single T Outbound)
 Unified Single T Toll-Free Service (Single T Inbound)
 Unified Calling Card
 Unified Directory Assistance
 Unified Operator Services
 Unified Direct Global service (Dedicated International)
 Unified Extended Direct Global Services (Dedicated International)
 Unified Global Services (Switched International)
 Unified Extended Global services (Switched International)

One year, two year, and three year term plans are available to subscribers of Unified Single T Long Distance Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum.

Rate per Minute, Rate 1 (\$250-\$4,999.99 revenue commitment):	\$0.1700
Rate Per Minute, Rate 2 (\$5,000 + revenue commitment):	\$0.1530

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.9 Unified Single T Toll-Free Service

Unified Single T Toll-Free Service is an inbound toll-free (i.e., 8XX) calling service offered to business customers who subscribe to certain Intermedia local exchange service offerings which utilize a high capacity dedicated connection between the Company's switching location and the customer's premises. Unified Single T Toll-Free Service utilizes the dedicated connection in concert with the customer's local exchange service. The customer is responsible for establishing the appropriate dedicated access connections between the customer premises and the Company's switching location and all associated charges. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Single T Toll-Free Service is based upon the monthly (or annual, if selected) revenue (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. The minimum monthly commitment for this plan is \$250. Customers whose monthly (or annual if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

- Unified Long Distance Service (Switched Outbound Service)
- Unified Toll-Free Service (Switched Inbound Service)
- Unified Direct Long Distance Service (Dedicated Outbound Service)
- Unified Direct Toll-Free Service (Dedicated Inbound service)
- Unified Extended Direct Long Distance Service (Dedicated Outbound Service)
- Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
- Unified Single T Long Distance Service (Single T Outbound)
- Unified Single T Toll-Free Service (Single T Inbound)
- Unified Calling Card
- Unified Directory Assistance
- Unified Operator Services
- Unified Direct Global service (Dedicated International)
- Unified Extended Direct Global Services (Dedicated International)
- Unified Global Services (Switched International)
- Unified Extended Global services (Switched International)

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.9 Unified Single T Toll-Free Service (Cont.)

Month-to-month, one year, two year, and three year term plans are available to subscribers of Unified Single T Toll-Free Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum. Any customer who requests over 40 8XX numbers will be charged \$10 per month (cross-jurisdictional) per 8XX number over 40.

The following enhanced service features are available with Unified Single T Toll-Free Service. Non-recurring and recurring charges may apply.

1. Dialed Number Identification service (DNIS)
2. Real-Time ANI

Rate per Minute, Rate 1 (\$250-\$4,999.99 revenue commitment):	\$0.1700
Rate Per Minute, Rate 2 (\$5,000 + revenue commitment):	\$0.1530

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.10 Unified Directory Assistance

Unified Directory Assistance is available to Customers of Intermedia. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call: \$.95

5.11 Unified Calling Card

The Unified Calling Card is a service offered to Customers for intrastate and interstate calling. Customers must input a valid Personal Identification Number (PIN) when originating Calling Card calls. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies for use of this service, although a Payphone Compensation Charge will apply for use of the telephone instrument used to access the service.

Rate Per Minute:

Dedicated Access Plans	\$0.3800
Switched Access Plans	\$0.4000

5.12 Unified Operator Services

Unified Operator Service is provided to customers who presubscribe to this service for intrastate and interstate calling. Intrastate rates are specified in this tariff. Various billing arrangements are available with Intermedia's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments. Operator surcharges apply as appropriate.

A. Rate Per Minute \$0.30

B. Additional Charges (per call)

	<u>Automated</u>	<u>Live Operator</u>
Person to Person	\$4.98	\$4.98
Collect	\$4.98	\$4.98
Third Party Billed	\$4.98	\$4.98
Calling Card Billed	\$1.58	\$4.98
Credit Card Billed	\$1.58	\$4.98

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¹ Effective September 21, 2002, these services will not be available to new subscribers. N

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.13 Payphone Compensation Charge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access Intermedia services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with Intermedia service, applies for the use of the instrument used to access Intermedia service and is unrelated to the Intermedia service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Payphone Compensation Charge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Payphone Compensation Charge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Compensation Charge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Payphone Compensation Charge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Surcharge, per call	\$0.60
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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.14 Audio Conferencing

Audio conferencing provides full-service audio conferencing functionality, with audio bridges, plus ancillary support services.

5.14.1 Product Description

Intermedia will offer four different audio conferencing services with features. The features and functions of the Conference Calling service are listed below:

Corporate Call A: Participants call into a standard phone number or Toll Free number at the scheduled time of the conference. The conference administrator will greet each participant, ask their name and the conference they are scheduled to attend. The chairperson is billed on a per line per minute rate.

Corporate Call B: A Company chairperson provides the names and numbers of all participants at the time the call is reserved. The conference administrator calls the participants and places them in the conference together. The chairperson is billed back on a per line per minute rate.

Call Express: Participants call into a standard phone number or Toll Free number at the scheduled time of the conference. The participants are connected to an automated greeting. Callers will be given voice prompts and then automatically dropped into the conference call. The chairperson is billed on a per line per minute rate.

On Demand: Participants call into one standard Toll Free number. Each subscriber is issued a chairperson PIN and a participant pin. No interaction with a conference operator is required to schedule the conference calls. The chairperson is billed on a per line per minute rate.

Event: Participants call into a standard phone number or Toll Free number at the scheduled time of the conference. The conference administrator will greet them and escort them into the conference. This conference call used for very large conference calls and/or special events.

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.14 Audio Conferencing (Cont.)5.14.2 Optional Services

Various enhanced services, in addition to those listed herein, may be requested at the time of the conference set-up:

Smart Polling (Q & A): An efficient method for conducting question and answer sessions. "Listen only" participants in a conference call may register their questions simply by pressing 14 on a touch-tone phone. The participants are announced into the conference in order that the requests are received.

Conference Recording: Playback your recorded conference call via a toll free number. Digitally records the teleconference, in its entirety or any portion you choose. Following the call, individuals may access the recording by dialing a designated number and entering a password. The system allows the listener to fast-forward, pause and receive on-line help.

Broadcast Fax: Broadcast fax service, when you need to provide hard-copy information to any number of participants simultaneously, before or after a conference.

5.14.3 Rates

Conferencing Types**Rate Per Minute
Per Participant**

Corporate Call A	\$.90
Corporate Call B	\$.90
Call Express	\$.84
On Demand	\$.88
Event Call	\$2.30

Additional Services**Rate Per Minute
Per Participant**

Conference Recording - Conference Call Replay	\$1.00
Smart Polling (Q&A)	
Corporate Call (Direct Dialed)	\$1.06
Corporate Call (Toll-Free Dialed)	\$1.26
Corporate Call Dial Out (Administrator Dialed)	\$1.38
Broadcast Fax	
Priority (within 24 hrs)	\$1.10
Standard	\$.90

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.15 Unified Enhanced Calling Card

Intermedia's Enhanced Calling Card allows customers to make intrastate long distance calls when they are away from home or the office, and the calls will be billed to their card number. Intrastate service is provided in conjunction with the Company's interstate offering.

Calls are billed in six (6) second increments after a thirty (30) second per call minimum. All partial increments are rounded up to the next whole increment.

5.15.1 Calling Card Standard Service Components

The features and functions of the Calling Card are listed below:

Voice Prompts: Whenever a caller accesses Intermedia's Card Service they will be guided by voice prompts. For the experienced user, the system will permit DTMF cut-through, which means they can dial over the voice prompts and not have to wait for the prompts to be completed.

14 Digit Authorization Code: All authorization codes will be 14 digits, consisting of a 10 digit card number plus a 4 digit PIN.

Re-Dial: This feature will allow the caller to return to the previous voice prompt if they should misdial during any part of the calling process, by holding down the * key, the cardholder will initiate this feature.

Credit Limit: A credit limit is established when the card is issued, preventing any additional calls to be made once the credit limit threshold has been reached. This is a real-time monitoring feature. When the cardholder reaches their credit limit threshold, however, the current call is not terminated. The next time they use their card a message will be played stating that the credit limit has been exceeded. It will prevent additional calls and request that the caller contact Intermedia Customer Service to rectify the problem.

Re-Originate: The cardholder has the ability to make sequential calls without having to hang-up. By pressing the # key for 2 seconds, the caller will be prompted to enter the next number they wish to dial.

No Domestic Calling Surcharge: Intermedia does not charge a surcharge for any domestic or international terminations. There will be a payphone surcharge, however.

Speech Recognition: Speech recognition offers customers the ability to simply speak information into the telephone rather than enter the DTMF digits.

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.15 Unified Enhanced Calling Card (Cont.)5.15.1 Calling Card Standard Service Components, cont.

Speed Dial: Supports storage of up to 9 frequently dialed numbers

Voice Message Delivery: Messages can be recorded and delivered immediately or some date in the future

Accounting Codes: Supports unverified accounting codes to track usage and allocate costs

Conference Calling: Provides the ability to have up to a 6 person conference call

Directory Assistance: Supports the ability to connect the card user with an operator to obtain telephone number

5.15.2 Calling Card Pricing

A. Intrastate Calling Rates

Rate per Minute \$0.36

B. Enhanced Calling Card Features/Services Rates

Enhanced Services	Surcharge	NRC	RPM*	Increment
Conference Calling		\$4.00 (operator assisted)	\$1.00	Per minute 60/60
Operator Assistance Dialing Instructions		\$2.20		Per call
Manual Call Completion Surcharge	\$2.20			Per call

*In addition to other applicable usage charges.

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5. GRANDFATHERED SERVICES-INTERMEDIA¹ (Cont.)5.16 Unified Toll-Free Plus PIN

Unified Toll-Free plus PIN (800 + PIN) service is a switched toll-free member of the Unified Long Distance family. Calls to subscribers are made by dialing the toll-free access number and then entering the subscriber's 6-digit Personal Identification Number (PIN). PINs are generated by the Company and are not customer selectable. This service is not available on a stand-alone basis, but may be used in connection with any existing Intermedia long distance service(s) as an additional service for an existing customer. Calls are billed in whole minute increments. Partial increments are rounded up to the next full increment. Intrastate service is provided only in conjunction with the Company's interstate offering.

There is no specific minimum or specific commitment for this product. There is, however, the requirement of a \$250 minimum monthly total account commitment with a minimum term of 1 year. An existing account with less than a \$250 commitment level that adds this service must increase the total account commitment to \$250. Accounts that are not Unified Long Distance must be converted to a volume/term account with a minimum commitment of \$250 per month and minimum term of 1 year. The customer's liability for early termination of a term plan is the monthly revenue commitment times the months remaining in the term plan. Usage revenue generated by Unified Toll-Free plus PIN is applicable to the subscriber's total account commitment.

5.16.1 Usage Rates

Intrastate Usage, per minute	\$0.26
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5.16.2 Non-Recurring Charge

Service Establishment Charge, per PIN	\$100
Service Rearrangement Charge, per PIN	\$100

The charges above are cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service.

5.17 Low Billing Surcharge

In addition to all other nonrecurring, monthly recurring, or usage charges identified in Company tariffs, a monthly Low Billing Surcharge applies to stand-alone business accounts with total monthly long distance usage billing of less than \$100, and to residential accounts with total monthly long distance usage billing of less than \$25. This charge is cross-jurisdictional, i.e., the charge will not be applied in each jurisdiction of service within an account, but rather one charge will apply in connection with all relevant jurisdictions.

Monthly Surcharge, per account	\$7.90
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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

1. WorldOne ServicePer Minute Rates1.1 Switched Per Minute Maximum Rates

	<u>Monthly</u>	<u>1 Year ESP</u>	<u>2 Year ESP</u>
Outbound	\$.1500	\$.1450	\$.1400
Inbound	\$.1600	\$.1450	\$.1400

1.2 Dedicated Per Minute Maximum Rates

	<u>Monthly</u>	<u>1 Year ESP</u>	<u>2 Year ESP</u>
Outbound	\$.1100	\$.1050	\$.1000
Inbound	\$.1200	\$.1050	\$.1000

1.3 OnLine World Calling Card Service

Per minute rate	\$0.3000
Per call surcharge	\$0.65

1.3.1 Calls which default to a live operator:Rate Per Minute:

Peak	\$0.23
Off-Peak	\$0.16
Per call Surcharge	\$0.65

1.3.2 OnLine World Calling Card Service - Online Operator Assisted Rate Schedule:

	<u>Per Call Surcharge</u>
Station-to-Station	\$1.50
Person-to-Person	\$3.00

1.4 WorldOne Association

	<u>Monthly</u>	<u>ESP</u>
Switched Outbound	\$0.1450	\$0.1400
Switched Toll Free	\$0.1450	\$0.1400
Dedicated Outbound	\$0.1050	\$0.1000
Dedicated Toll Free	\$0.1050	\$0.1000

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

2. Intelenet2.1 Per Minute Base Rates

	<u>Base Rates</u>
Switched Services	\$0.1370
Dedicated Services	\$0.0874

2.2 Intelenet Calling Card Service

Per Minute rates:	\$0.2500
Per Call Surcharge:	\$0.4000

3. Total Solution Series 100 Service3.1 Usage ChargesBase Rate Per MinuteOutbound Calling Service

Shared	\$ 0.1550
Dedicated	\$ 0.1100

Inbound Calling Service

Shared	\$ 0.1650
Dedicated	\$ 0.1200

3.2 Toll Free Number Charge

	<u>Monthly Recurring</u>	<u>Non- Recurring</u>
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Shared charge per toll free number	\$ 10.00	\$15.00
Dedicated charge per routing arrangement	\$ 40.00	\$50.00

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

4. Total Solution Gold Service4.1 Usage Charges -Outbound Calling Servicea. Shared - Per Minute Rates

Usage Per Month	1 Year	2 Year
\$0 +	\$0.1473	\$0.1395

b. Dedicated - Per Minute Rates

Usage Per Month	1 Year	2 Year
\$0 +	\$0.1045	\$0.0990

Inbound Calling Servicea. Shared - Per Minute Rates

Usage Per Month	1 Year	2 Year
\$0 +	\$0.1473	\$0.1395

b. Dedicated - Per Minute Rates

Usage Per Month	1 Year	2 Year
\$0 +	\$0.1045	\$0.0990

5. Bottom Line Business II5.1 Rates

Outbound	\$0.13
Inbound	\$0.13
Monthly Charge Per Toll Free No.	\$4.00

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

6. EasyAnswer Services6.1 Basic EasyAnswer Services

Per minute base rates:

Switched Per Minute Rates

	<u>Peak/Off-Peak</u>
Outbound	\$.1538
Inbound	\$.1640

Dedicated Per Minute Rates

	<u>Peak/Off-Peak</u>
Outbound	\$.1128
Inbound	\$.1230

6.1.1 Easy OnLine Calling Card Service6.1.1.1 Direct Dial Rate Schedule:

6.1.1.1.1	<u>Direct Dial</u>	
	Per Minute Rate	\$.3000
	Per Call Surcharge	\$0.65

6.1.1.1.2 Calls which default to a live operator:

	<u>Rate Per Minute:</u>	
	Peak	\$0.23
	Off-Peak	\$0.16
	Per call Surcharge	\$0.65

6.1.1.2 Online Operator Assisted Rate Schedule

	<u>Per Call Surcharges-</u>	
	Station-to-Station	\$1.50
	Person-to-Person	\$3.00

6.1.1.3 Easy Calling Card Option A Service

Per Minute rates	\$.2500
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ORIGINAL4TH Revised Sheet No. PL - 5
Cancels 3RD Revised Sheet No. PL - 5

INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

7. MCI WorldCom Business Solutions7.1 Rates

Outbound	\$0.12
Inbound	\$0.12
Card surcharge	\$0.40

8. Agency Program A8.1 Rates

Switched -Outbound/Inbound ¹	\$0.1097
Dedicated- Outbound/Inbound	\$0.0641
Card per call surcharge	\$0.75

9. MCI WorldCom Advantage Plus II9.1 Rates

Switched Services	\$0.1451
Dedicated Services	\$0.0926

10. MCI WorldCom On-Net Service - Voice10.1 Rates

<u>Switched</u>	\$0.1476
<u>Dedicated</u>	\$0.0843
<u>Local Network Connection</u>	\$0.0830

10.2 D Street Voice Service Calling Plan

Usage Rates

Switched - Outbound/Inbound	\$0.107
Dedicated- Outbound/Inbound	\$0.055

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NADMINISTRATIVELY
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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

10. MCI WorldCom On-Net Service - Voice (Cont.)10.2 D Street Voice Service Calling Plan

Usage Rates

Switched - Outbound/Inbound	\$0.107
Dedicated- Outbound/Inbound	\$0.055

10.3 On-Net Plus ProgramOutbound:

<u>Origination Type</u>	<u>Termination Type</u>	<u>1 Year Per-Minute Rate</u>	<u>2 Year Per-Minute Rate</u>
Local Ntwk Conn	Local Ntwk Conn	0.0000	0.0000
Local Ntwk Conn	Dedicated	0.0741 I	0.0714 I
Local Ntwk Conn	Switched	0.0741 I	0.0714 I
Dedicated	Local Ntwk Conn	0.0765 I	0.0738 I
Dedicated	Dedicated/Switched	0.0765 I	0.0738 I
Switched	Local Ntwk Conn	0.1249 I	0.1204 I
Switched/Card	Dedicated	0.1249 I	0.1204 I
Switched/Card	Switched	0.1249 I	0.1204 I

Inbound:

<u>Origination Type</u>	<u>Termination Type</u>	<u>1 Year Per-Minute Rate</u>	<u>2 Year Per-Minute Rate</u>
Local Ntwk Conn	Local Ntwk Conn	0.0741 I	0.0714 I
Local Ntwk Conn	Dedicated	0.0765 I	0.0738 I
Local Ntwk Conn	Switched	0.1249 I	0.1204 I
Switched/Card	Local Ntwk Conn	0.0741 I	0.0714 I
Switched/Card	Dedicated	0.0765 I	0.0738 I
Switched/Card	Switched	0.1249 I	0.1204 I

10.4 Agent ProgramPer Minute Usage Rates

Local Ntwk Conn to Switched	\$0.0767
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10.5 D Street Plus Voice Service Calling Plan

Usage Rates

Switched - Outbound/Inbound	\$0.1249 I
Dedicated- Outbound/Inbound	\$0.0765 I

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

10. MCI WorldCom On-Net Service - Voice (Cont.)10.6 Local and Long Distance Service Plus Plan

. Monthly Recurring Charges

Offering A	\$55.00
Offering B	\$45.00
Offering C	\$935.00

Per Minute Usage Charges

Offering B and C (over minute allotment)	\$0.05
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Discounts

New 2 Year term	5%
Offering A 2 Year term	10%
Optional Features/Feature Packages	10%

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

11. Intermedia USA Calling Plans11.1 Intermedia USA III Switched Service

	<u>Inbound</u>	<u>Outbound</u>
Rate per Minute, Base:	\$0.1475	\$0.1475
Rate Per Minute, Discounted:	\$0.1328	\$0.1328

Discount rate is applied to base rate when account's aggregate billing reaches \$750.

11.2 Intermedia USA III Dedicated Service

	<u>Inbound</u>	<u>Outbound</u>
Rate per Minute, Base:	\$0.1075	\$0.0975
Rate Per Minute, Discounted:	\$0.0978	\$0.0878

Discount rate is applied to base rate when account's aggregate billing reaches \$7,500.

11.3 Intermedia USA III Switched 800 Service

Each 6 seconds
\$.01050

11.4 Intermedia USA III Dedicated 800 Service

Each 6 seconds
\$.00750

11.5 Enhanced Service Features

	<u>Per Feature</u>
Non-recurring charges: (additions/changes)	\$50.00*

*\$250.00 maximum per 800 number

	<u>Per Feature</u>
Recurring charges:	\$25.00*

*\$150.00 maximum per 800 number

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

12. Unified Long Distance Service

Rate per Minute, Rate 1 (\$0-\$999.99 revenue commitment): \$0.1290

Rate Per Minute, Rate 2 (\$1,000 + revenue commitment): \$0.1161

13. Unified Toll-Free Service

Rate per Minute, Rate 1 (\$0-\$999.99 revenue commitment): \$0.1290

Rate Per Minute, Rate 2 (\$1,000 + revenue commitment): \$0.1161

14. Unified Direct Long Distance Service

Rate per Minute, Rate 1 (\$2,000-\$9,999.99 revenue commitment): \$0.0850

Rate Per Minute, Rate 2 (\$10,000 + revenue commitment): \$0.0765

15. Unified Direct Toll-Free Service

Rate per Minute, Rate 1 (\$2,000-\$9,999.99 revenue commitment): \$0.0850

Rate Per Minute, Rate 2 (\$10,000 + revenue commitment): \$0.0765

16. Unified Extended Direct Long Distance Service

Rate per Minute, Rate 1 (\$2,000-\$9,999.99 revenue commitment): \$0.0975

Rate Per Minute, Rate 2 (\$10,000 + revenue commitment): \$0.0878

17. Unified Single T Long Distance Service

Rate per Minute, Rate 1 (\$250-\$4,999.99 revenue commitment): \$0.0850

Rate Per Minute, Rate 2 (\$5,000 + revenue commitment): \$0.0765

18. Unified Single T Toll-Free Service

Rate per Minute, Rate 1 (\$250-\$4,999.99 revenue commitment): \$0.0850

Rate Per Minute, Rate 2 (\$5,000 + revenue commitment): \$0.0765

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

19. Unified Directory Assistance

Per Call: \$.95

20. Unified Calling Card

Rate Per Minute:

Dedicated Access Plans

\$0.1900

Switched Access Plans

\$0.2000

21. Unified Operator Services

A. Rate Per Minute

\$0.15

B. Additional Charges (per call)

	<u>Automated</u>	<u>Live Operator</u>
Person to Person	\$2.49	\$2.49
Collect	\$2.49	\$2.49
Third Party Billed	\$2.49	\$2.49
Calling Card Billed	\$0.79	\$2.49
Credit Card Billed	\$0.79	\$2.49

22. Payphone Compensation Charge

Surcharge, per call

\$0.30

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST23. Audio Conferencing**Conferencing Types**

Corporate Call A

Rate

\$.45 per minute per participant

Corporate Call B

\$.45 per minute per participant

Call Express

\$.42 per minute per participant

On Demand

\$.44 per minute per participant

Event Call

\$1.15 per minute per participant

Additional Services

Conference Recording - Conference Call Replay

\$.50 per minute per participant

Smart Polling (Q&A)

Corporate Call (Direct Dialed)

\$.53 per minute per participant

Corporate Call (Toll-Free Dialed)

\$.63 per minute per participant

Corporate Call Dial Out (Administrator Dialed)

\$.69 per minute per participant

Broadcast Fax

Priority (within 24 hrs)

\$.55 per transmission minute

Standard

\$.45 per transmission minute

24. Unified Enhanced Calling Card24.1 Calling Card Pricing

A. Intrastate Calling Rates

Rate per Minute \$0.18

B. Enhanced Calling Card Features/Services Rates

Enhanced Services	Surcharge	NRC	RPM*	Increment
Conference Calling		\$2.00 (operator assisted)	\$.50	Per minute 60/60
Operator Assistance Dialing Instructions		\$1.10		Per call
Manual Call Completion Surcharge	\$1.10			Per call

*In addition to other applicable usage charges.

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INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

25. Unified Toll-Free Plus PIN25.1 Usage Rates

Intrastate Usage, per minute	\$0.130
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25.2 Non-Recurring Charge

Service Establishment Charge, per PIN	\$50
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Service Rearrangement Charge, per PIN	\$50
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The charges above are cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service.

26. Low Billing Surcharge

Monthly Surcharge, per account	\$3.95
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Denver, CO 80202

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APPROVED FOR FILING

INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

.28 MCI Business Services I

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Per Minute Usage ratesOutbound:

Origination Type	Termination Type	1 Year Per-Minute Rate	2 Year Per-Minute Rate	3 Year Per-Minute Rate
Local Ntwk Conn	Local Ntwk Conn	0.0695	0.0675	0.0655
Local Ntwk Conn	Dedicated	0.0695	0.0675	0.0655
Local Ntwk Conn	Switched	0.0695	0.0675	0.0655
Dedicated	Local Ntwk Conn	0.0695	0.0675	0.0655
Dedicated	Dedicated/Switched	0.0695	0.0675	0.0655
Switched	Local Ntwk Conn	0.1240	0.1204	0.1168
Switched/Card	Dedicated	0.1240	0.1204	0.1168
Switched/Card	Switched	0.1240	0.1204	0.1168

Inbound:

Origination Type	Termination Type	1 Year Per-Minute Rate	2 Year Per-Minute Rate	3 Year Per-Minute Rate
Local Ntwk Conn	Local Ntwk Conn	0.0695	0.0675	0.0655
Local Ntwk Conn	Dedicated	0.0695	0.0675	0.0655
Local Ntwk Conn	Switched	0.1240	0.1204	0.1168
Switched/Card	Local Ntwk Conn	0.0695	0.0675	0.0655
Switched/Card	Dedicated	0.0695	0.0675	0.0655
Switched/Card	Switched	0.1240	0.1204	0.1168

Operator Service Surcharges

Operator Station	\$2.10
Person to Person	\$3.90
Operator Dialed	\$1.15

Directory Assistance per call charge

\$1.40

Card Surcharge

\$0.75

Toll Free Remote Access per call charge

\$0.25

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ISSUED: November 13, 2003
DECISION: T-03394A-03-0825EFFECTIVE: December 13, 2003
Transmittal No. 03-10-SupplementRandee Klindworth
Tariff Administrator
707 17th Street, Suite 4200
Denver, CO 80202ADMINISTRATIVELY
APPROVED FOR FILING

3. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)3.3 Other Service Offerings (Cont'd).3.3.20 MCI Business Services I

MCI Business Services I is an outbound, customized telecommunications service that may include an inbound service option using Business Line or Dedicated Access Line terminations and/or a virtual private network. MCI Business Services I provides a service for single or multi-location companies using switched, dedicated and card origination, and switched and dedicated termination. MCI Business Services I is suitable for calling between company locations.

Except as otherwise specified, all MCI Business Services I calls are subject to an 18-second minimum initial period and rounding to the next higher 6-second increment, except for Operator Assisted calls, which are subject to a 60-second initial period and rounding to the next 60-second increment. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

The rules and regulations governing the provision of service for toll free (inbound) service are identical to those for MCI 800 Service as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com, except where otherwise specified.

This service is being offered to Arizona customers that originate and terminate calls within the State. Intrastate service is provided in conjunction with interstate MCI Business Service I service and is available only to customers subscribing to interstate MCI Business Services I and Product Packages Guide Types 13, 14, 15 or 16 as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com. All terms and conditions, term plans, optional features, fees, discounts, feature packages, access charges and surcharges will apply pursuant to (The Guide).

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